

**RESOLUTION NO. 2022-4-11**

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


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

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

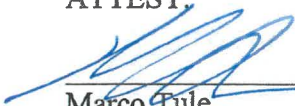
**NOW, THEREFORE**, the Board of Directors of the Inland Empire Utilities Agency\* does hereby **RESOLVE, DETERMINE AND ORDER** as follows:

**SECTION 1.** That this Board of Directors does hereby approve and authorize its President and Secretary to sign the Personnel Manual for Unrepresented Employees attached hereto as Exhibit 1, which shall be effective upon approval and remain in full force and effect until modified by the Board of Directors.

**ADOPTED** the 20<sup>th</sup> day of April 2022.

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

ATTEST:

  
\_\_\_\_\_  
Marco Fule  
Secretary/Treasurer of the Inland Empire  
Utilities Agency\* and of the  
Board of Directors thereof

\*A Municipal Water District

The undersigned certifies that this is a true copy as on file in the permanent records of the Agency. This stamp must be in purple ink to constitute a certified copy.  
Inland Empire Utilities Agency\*  
\*A Municipal Water Agency\*

By  Date 4/28/2022

STATE OF CALIFORNIA    )  
COUNTY OF                ) SS  
SAN BERNARDINO         )

I, Marco Tule, Secretary/Treasurer of the Inland Empire Utilities Agency\*, DO  
HEREBY CERTIFY that the foregoing Resolution being No. 2022-4-11, was adopted at a regular  
Board Meeting on April 20, 2022, of said Agency by the following vote:

AYES:           Camacho, Elie, Hall, Hofer, Tule

NOES:           None

ABSTAIN:       None

ABSENT:        None



Marco Tule  
Secretary/Treasurer of the Inland Empire  
Utilities Agency\* and of the  
Board of Directors thereof

(SEAL)

\*A Municipal Water District

**THE INLAND EMPIRE UTILITIES AGENCY**  
**PERSONNEL MANUAL**  
**UNREPRESENTED EMPLOYEES**  
**EFFECTIVE JULY 1, 2021**

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# **THE INLAND EMPIRE UTILITIES AGENCY PERSONNEL MANUAL**

## **UNREPRESENTED EMPLOYEES**

The Agency does hereby adopt this Personnel Manual establishing rules, regulations, procedures and establishing salary schedules for the Unrepresented employees (employees) of the Agency.

Provisions of the Manual do not apply to part-time, temporary, limited term, contract or intern personnel (employees) unless specifically noted in this manual, Agency Policy or the employee's contract. The 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 require compliance herewith;
  - 13) Determine staffing plans and hours of operations for the best use of Agency resources; and,
  - 14) Enforce other management rights secured by the Inland Empire Utilities Agency Employer-Employee Relations Resolution.
- C. The Unrepresented Employees' Group includes the following classifications, as well as those which may be added from time to time:



Accountant I  
 Administrative Assistant I (confidential)  
 Administrative Assistant II (confidential)  
 Assistant Engineer  
 Associate Engineer  
 Board Secretary/Office Manager  
 Budget Officer  
 CAD Designer  
 Chino Basin Program Manager  
 Communications Officer  
 Construction Project Inspector  
 Controller  
 Deputy Manager of Maintenance  
 Deputy Manager of Operations  
 Deputy Manager of Strategic Planning  
 and Resources  
 Director of Engineering  
 Director of External & Government Affairs  
 Director of Finance  
 Director of Human Resources  
 Director of Information Technology  
 Director of Operations and Maintenance  
 Director of Planning and Resources  
 Employee and Labor Relations Advocate  
 Engineering Services Specialist  
 Environmental Resources Planner I  
 Environmental Resources Planner II  
 Executive Assistant  
 External Affairs Analyst  
 External Affairs Specialist I  
 External Affairs Specialist II  
 Facilities Specialist – Landscape  
 GIS Specialist  
 Grants Officer  
 Human Resources Analyst I

Human Resources Analyst II  
 Human Resources Officer  
 Human Resources Technician  
 Manager of Asset Management  
 Manager of Contracts and Procurement  
 Manager of Engineering  
 Manager of Environmental Services  
 Manager of Facilities and Water Systems Programs  
 Manager of Grants  
 Manager of Human Resources  
 Manager of Information Technology  
 Manager of Internal Audit  
 Manager of Laboratories  
 Manager of Maintenance  
 Manager of Operations  
 Manager of Regional Composting Authority  
 Manager of Water Resources  
 Office Assistant (confidential)  
 Operations Specialist  
 Principal Accountant  
 Principal Engineer  
 RW/Groundwater Recharge Operations &  
 Maintenance Specialist  
 Senior Associate Engineer  
 Senior Associate Engineer – PE  
 Senior Construction Project Inspector  
 Senior Environmental Resource Planner  
 Senior External Affairs Specialist  
 Senior Operations Specialist  
 Senior Policy Advisor

## ARTICLE 1 - DEFINITIONS

### Section 1.01. - General

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

### Section 1.02. - Appointment

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

### Section 1.03. - Anniversary Year

The year 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.

#### A. Break in Continuous Regular Employment

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

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

##### 2) Termination of Employment

Termination of employment by resignation, discharge, or other means or failure to return to work at the completion of an authorized period of absence shall constitute a break in continuous regular employment.

##### 3) Other Employment

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

#### Section 1.06. - Exempt Employees

Employees in exempt positions who are excluded from FLSA overtime pay requirements and are compensated on a bi-weekly salary basis.

#### Section 1.07. - Holiday Leave

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

#### Section 1.08. - Holiday Pay

Pay received by those employees who are required to work on the actual day of a holiday recognized by the Agency.

#### Section 1.09. - Hourly Rate of Pay

The hourly rate of pay for non-exempt employees is the amount equal to the classification and step position an employee currently holds.

#### Section 1.10. - 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) Grandparent, 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, Half-Brother, Half-Sister, Mother-in-law, Nephew, Niece, Sister-in-law, Son-in-law, Step-brother, Step-sister, and Uncle.

#### Section 1.11. - Inactive Status

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

#### Section 1.12. - Job Abandonment

An employee who does not report or call-in to work as scheduled for two (2) or more consecutive workdays, and has not been excused for vacation, floating holiday, sick leave or a leave of absence with or without pay, shall be considered as having abandoned their job. Such employee may be disciplined in accordance with Article 14, Disciplinary Actions and Appeals Procedures.

#### Section 1.13. - Management Group

The use of the word Management and/or Manager shall refer to those individuals occupying the following positions or any successor positions or new positions designated as a Manager/Management position:

Board Secretary/Office Manager  
Budget Officer  
Chino Basin Program Manager  
Communications Officer  
Controller  
Deputy Manager of Maintenance  
Deputy Manager of Operations  
Deputy Manager of Strategic Planning and Resources  
Director of Engineering  
Director of Finance  
Director of External & Government Affairs  
Director of Human Resources  
Director of Information Technology  
Director of Operations and Maintenance  
Director of Planning and Resources  
Employee and Labor Relations Advocate  
Grants Officer  
Manager of Asset Management  
Manager of Contracts and Procurement  
Manager of Engineering  
Manager of Grants  
Manager of Human Resources  
Manager of Information Technology  
Manager of Internal Audit  
Manager of Laboratories  
Manager of Maintenance  
Manager of Operations  
Manager of Regional Composting Authority  
Principal Accountant  
Principal Engineer  
Senior Policy Advisor

#### Section 1.14. - Non-Exempt Employees

Employees in non-exempt positions who are covered under FLSA regulations, including overtime pay requirements and are compensated on an hourly basis.

#### Section 1.15. - Overtime

Overtime shall be defined for non-exempt employees as all hours worked in excess of forty (40) hours per workweek.

#### Section 1.16. - Overtime Pay

A rate equivalent to one and one-half (1½) times a non-exempt employee's regular rate of

pay.

#### Section 1.17. - 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 1.18. - 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 1.19. - Probationary Period

A designated period of time 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 1.20. - Promotion

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

#### Section 1.21. - 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 1.22. - Reemployment

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

#### Section 1.23. - Regular Employee

An employee who has successfully completed the original probationary period.

#### Section 1.24. - 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 1.25. - Resignation

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

#### Section 1.26. - Step Advancement

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

#### Section 1.27. - 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 General Manager, or designated representative(s). Temporary employees are not entitled to Agency benefits, or any other provision stipulated in this Personnel Manual.

#### Section 1.28. - Termination

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

#### Section 1.29. - 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 1.30. - 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 1.31. - Work Schedule

A work period consists of a two (2) week period consisting of eighty (80) hours worked over fourteen (14) days.

A workweek is a fixed and regularly recurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods.

##### A. 9/80 Work Schedule

A 9/80 work schedule shall consist of eighty (80) hours worked over a two (2) week period with four 9-hour days in one (1) week and four 9-hour days plus one 8-hour day in the other. The 9/80 workweek, for purposes of computing overtime for non-exempt employees, is defined as beginning exactly four (4) hours into the eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular flex day off.

Example: Friday On/Off:

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

B. 5/40 Work Schedule

A 5/40 work schedule shall consist of five 8-hour days equaling forty (40) hours per workweek, with the workweek defined as beginning at 12:00 a.m. on Sunday and ending at midnight the following Saturday.

C. 4/10 Work Schedule

A 4/10 work schedule shall consist of four 10-hour days equaling (40) hours per week, with the workweek defined as beginning at 12:00 a.m. on Sunday and ending at midnight the following Saturday.

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

Staff assignments and schedules will be determined by management for the best use of agency resources to meet the needs of the Agency.

### Section 1.32. - Scheduled Work Day

A scheduled work day is an employee's regularly scheduled workday; 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 workday.

### Section 1.33. - 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, there is no advanced notification and it is determined to be an unscheduled workday.

### Section 1.34. - Scheduled Vacation

A scheduled vacation is a leave request that is approved and dated by the supervisor at least two (2) weeks prior to the scheduled time off.

### Section 1.35. - Unscheduled Vacation

An unscheduled vacation is a leave request that is approved and dated by the supervisor less than two (2) weeks prior to the scheduled time off.

## **ARTICLE 2 - GENERAL PROVISIONS**

### **Section 2.01. - Equal Employment Opportunity**

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

### **Section 2.02. - Harassment in Employment**

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

### **Section 2.03. - Amendment of Personnel Manual**

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

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

### **Section 3.01. - General**

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

### **Section 3.02. - Filling of Vacancy**

Whenever a vacancy occurs in the Agency's staff or labor force, the 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 the



following 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.

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

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

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to undergo a physical examination and evaluation which will 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 General Manager, or designated representative(s), shall be subjected 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 General Manager, or designated representative(s). Said applicant will be approved for, or recommended for, employment on the qualifications that the General Manager, or designated representative(s), deem pertinent to the position or classification. Refer to Section 2.01 of this Personnel Manual for those items which shall not be adjudged pertinent.

#### Section 4.05. - Rejection of Applicant

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

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

#### Section 4.06. - Background Investigations

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

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

#### Section 5.01. - General

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

## ARTICLE 6 - PROBATIONARY PERIODS

### Section 6.01. - At-Will

In accordance with Agency Resolution 2013-5-1, or its successor, the employment status of employees in the following classifications, or their successor classifications, shall be "At-Will":

- All Director Positions
- All Manager Positions
- All Deputy Manager Positions
- Board Secretary/Office Manager
- Budget Officer
- Chino Basin Program Manager
- Communications Officer
- Controller
- Employee and Labor Relations Advocate
- Grants Officer
- Senior Policy Advisor
- Principal Accountant
- Principal Engineer

"At-Will" employees may be terminated without cause, and without notice, at any time, and without the progressive disciplinary process provided for in this Personnel Manual, at the option of the Board of Directors, except as otherwise provided by law.

### Section 6.02. - Regulations

- A. Generally, original and promotional appointments shall have a probationary period of one (1) year. The General Manager may establish an original probationary period of six (6) months. Said probationary period shall be declared in any offer letter. There are two (2) types of probationary periods:
  - 1) Original Probation - as defined in Section 1.18.A of this Personnel Manual.
  - 2) Technical Probation - as defined in Section 1.18.B of this Personnel Manual.
- B. 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 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 6.03.B and 6.03.D.
- C. In the case of an original probationary period of one (1) year, employees who have completed six (6) months may use accrued vacation leave, sick leave, and/or floating holidays.

- D. 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 during the original probationary period or during the first six (6) months of employment in the event of a one (1) year original probationary period.
- E. In the case of an original probationary, limited term employees promoted and/or reclassified to regular in the same classification and who have previously completed six (6) months employment may use accrued sick, vacation leave and/or floating holiday.

#### Section 6.03. - 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 General Manager, or designated representative(s).
- B. A regular employee who is promoted may be subject to a technical probationary period of one (1) year (up to six (6) months 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. A decision by the Agency to return an employee to the previous classification is not grievable.
- C. An employee who satisfactorily completes Technical Probation and is on Step 1 shall receive a merit adjustment, based on their latest performance appraisal.
- D. If a vacancy exists in a different classification, said employee may be reclassified at the discretion of the General Manager, or designated representative(s).
- E. Range placement and future step advancement dates upon unsuccessful completion of technical probation are 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.

#### Section 6.04. - Dismissal During the Probationary Period

- A. During the original probationary period, an employee may be discharged by the 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 or designated representative(s), and a copy shall be filed with the General Manager, or designated representative(s).

- B. If an opening exists in a different position or classification, the employee may, at the 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) months probationary period in the new position.
- C. The final decision of the above action(s) will be at the sole discretion of the General Manager, or designated representative(s).
- D. Any employee who is discharged during their original probationary period shall receive their 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 General Manager, or designated representative(s), shall maintain a file which shall contain the following:

- A. A nine (9) 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 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 Reclassification**

- A. The initial classification established in the above plan may be amended, combined, or abolished and new classifications set forth by the General Manager, or designated representative(s). In addition, any position may be reclassified to a different classification by the 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 reclassification of a position to a different classification shall result in an employee being placed into the appropriate pay range for the new position. A demotion is not considered a non-voluntary reclassification.
- B. 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 Human Resources Department for review.

### 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 plan by the General Manager.

### Section 7.04. - Compensation

- A. 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 base salary increase is actually implemented, whichever is later, are entitled to the base salary increases set forth below.
- B. Effective July 1, 2021, the Agency shall implement a 3.0% base salary increase for FY 2021-2022.\*
- C. Effective July 1, 2022, the Agency shall implement a 3.0% base salary increase for FY 2022-2023.
- D. Effective July 1, 2023, the Agency shall implement a 3.0% base salary increase for FY 2023-2024.
- E. All base salary increases provided for in this Personnel Manual shall be implemented on Step 1 of the salary matrix and incrementally implemented through Step 9.

\*2021 Salary increases identified in Section 7.04 B shall be retroactive to July 1, 2021.

### Section 7.05. - Preparation of Compensation Plan

A nine (9) step compensation plan shall be prepared by the General Manager, or designated representative(s), to establish the rate of compensation and consideration for all classifications and all positions within 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 7.06. - Adoption of Compensation Plan

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

### Section 7.07. - Salary Adjustments and Step Advancements

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

- A. . Variable entrance steps through Step 9 may be established if justified by

recruitment needs with the approval of the 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 approximately 2.5%.
- C. Upon completion of a probationary period, advancement in step(s) shall be based on performance as provided in Section 7.08. Except in cases where employees have exhibited Outstanding performance as provided in Section 7.08.E, other advancements shall be based on performance as provided in Section 7.09, and are contingent upon completion of one (1) year.
- D. 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.E).
- E. The General Manager, or designated representative(s), may authorize the adjustment of the range step or pay rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any wage inequity.

#### Section 7.08. - 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 General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
- B. Employees who receive an overall performance rating of Meets Expectations may be eligible for a one (1) step advancement, employees who receive an overall performance rating of Exceeds Expectations may be eligible for a two (2) step advancement and employees who receive an overall performance rating of Outstanding may be eligible to receive an advancement of three (3) steps. In no instance shall the advancement place the employee higher than Step 9 of their salary range.
- C. A Meets Expectations or better performance appraisal will not be considered as justification for automatic advancement.
- D. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.
- E. An early advancement may be granted to employees who have exhibited Outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 7.08.G).



- F. In addition to any step advancement, management employees may receive a Performance Award of up to fifteen percent (15%) of the employee's base salary for performance during the previous fiscal year. Grandfathered Specialized employees (as outlined in Section 1.27 of the 2013 Unrepresented Personnel Manual) may receive a Performance Award of up to ten percent (10%) of the employee's base salary for performance during the previous fiscal year. Any performance awards shall be paid in one lump sum payment during pay period twenty-two (22). All Performance Awards shall be awarded at the sole discretion of the General Manager. This Performance Award will be awarded to only those employees who are working for the Agency on the date the Performance Award is paid. The amount of the Performance Award to employees hired, promoted or reclassified after the beginning of a fiscal year shall be pro-rated based on the number of pay periods remaining in the fiscal year. An employee on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days shall have their Performance Award pro-rated by the amount of pay periods actually worked in the fiscal year.
- G. Merit adjustments shall become effective as follows:
  - 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of that pay period.
  - 2) If a merit increase is due during the second week of a pay period, the effective date of the merit increase shall be the first day of the following pay period.

#### Section 7.09. - Denial of Step Advancement/Performance

- A. An employee who receives an overall appraisal rating of Below Expectations or Unacceptable shall be denied their step advancement. A written performance appraisal identifying the areas of weakness and what steps the employee needs to take to improve their performance shall be provided to and discussed with the employee.
- B. After receiving an overall rating of Below Expectations or Unacceptable, the employee shall have a maximum of two 3-month evaluations to attain an overall rating of Meets Expectations or better.
- C. At the end of the maximum two 3-month feedback evaluations, 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, and/or to discipline the employee in accordance with Article 14, as well as the reasons for the recommendation.

#### Section 7.10. - Authority of General Manager

The General Manager, or designated representative(s), is hereby authorized to employ personnel to fill openings allocated by the Board of Directors within the exempt and non-exempt classifications. Within a classification, the General Manager, or designated representative(s),

shall have the authority to practice discretion in assigning the position in which the employee shall be employed. The 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, or under-fill a position, provided there is a vacancy in a classification allocated by the Board of Directors. Additionally, he/she is authorized to establish new classifications provided the number of authorized positions does not exceed the number of positions authorized by the Board of Directors.

#### Section 7.11. - Overtime Compensation

- A. A non-exempt employee who is required by the nature of their position or by emergency situations to work in excess of forty (40) hours during their standard workweek shall be paid overtime at one and one-half (1½) times the employee's regular rate of pay. Only scheduled vacation, bereavement, and/or holiday time that falls within the employee's regular shift shall count as hours worked when computing overtime
- B. The General Manager, or designated representative(s), is authorized to determine the circumstances where overtime pay is justified in rare and unusual circumstances.
- C. Exempt employees will not have their pay docked or reduced in any manner that would be inconsistent with the salary test of the Fair Labor Standards Act (FLSA).
- D. Except in the case of a Federal, State, or local emergency, no employee shall work in excess of sixteen (16) consecutive hours in any twenty-four (24) hour period and shall have at least an eight (8) hour continuous break between shifts and at least two 30 minute meal breaks within the sixteen (16) hours.

#### Section 7.12. - Acting Pay

An employee who is designated by the Agency as acting shall receive a minimum increase of 5% more than their current hourly 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 rate shall not exceed Step "9" of the range established for the acting position at any time. Such acting pay is paid when an employee is designated by the Agency to serve temporarily in a higher classification. An employee shall receive acting pay until officially released of those duties with the following conditions:

- A. If the position for which the employee is acting is vacant and the law limits the acting assignment to 960 hours, the Agency will follow the law and limit the acting assignment to no more than 960 hours. To the extent permitted by law, Acting Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay and California Government Code § 20480.
- B. Acting pay will be effective at the beginning of the first full pay period following the effective date of the designation in the higher job classification by the Agency.
- C. An employee shall receive acting pay for a maximum of twenty-six (26) consecutive pay periods. Under special circumstances, the General Manager, or

designated representative(s), may authorize an extension to meet the needs of the Agency.

- D. If the employee is scheduled to receive a merit increase for the position in which he/she normally fills while serving in an acting status, the employee shall receive an increase in acting pay if the spread between their new hourly rate of pay and the acting rate of pay becomes less than five percent (5%), not to exceed Step 9 of the acting salary. The employee's merit review date shall not be affected by acting status unless he/she is appointed to the position in which he/she was acting. If such, their review date shall be adjusted to coincide with the date he/she started in the acting position or as provided for in Section 7.12.F.
- E. If an employee who is receiving acting pay is promoted to permanently fill the position in which he/she is acting, the employee shall receive credit for time he/she began receiving acting pay, up to a maximum of six (6) months for technical probation and merit increase purposes. If the employee must serve a technical probationary period longer than six (6) months after being promoted, up to six (6) months of acting may be credited to the technical probationary period. 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 one (1) year in the position (including a maximum of six (6) months). All subsequent merit increases will be awarded upon completion of one (1) year in each step.
- F. Employees who believe they have been assigned by management to perform the significant distinguishing duties of a higher classification a majority of the time, who have not been placed in an acting pay status with acting pay as authorized under this provision, may file a written request with the Human Resources Department for a review of the assigned duties.
- G. Employees must make their request for review to the Human Resources Department within thirty (30) calendar days after they first believe they have worked within the higher classification for at least one hundred sixty (160) hours. Requests for review not presented within this thirty (30) calendar day period shall be considered, but the eligibility for retroactive payment will be limited to the 30 calendar days prior to the request for review.
- H. The Human Resources Department will review requests and at the end of the review, if the Human Resources Department determines requirements for acting pay are met, the Agency will either:
  - (1) Approve continuing the acting assignment and approve the retroactive payment to a date established by the Department, in consultation with the Human Resources Department; or
  - (2) Return the employee to their duties within their classification and approve a retroactive payment to a date established by the Department, in consultation with the Human Resources Department.

Similarly, if after a review by the Human Resources Department, if the Human Resources Department determines requirements for acting pay are not met, the employee will be notified, and no further action will be taken. Human Resources'

determination cannot be appealed.

#### Section 7.13. - Official Business Pay Authorization

Any non-exempt 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, must have prior approval for compensation at their hourly rate of pay for the number of hours they would normally work on the day of attendance.

#### Section 7.15. - Pay Periods

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

#### Section 7.16. - Direct Deposits

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

#### Section 7.17. - Promotional Compensation

An employee who is promoted to a higher classification shall receive a minimum salary increase of five percent (5%) more than their current rate of pay.

### **ARTICLE 8 - BENEFITS**

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

##### A. Health Benefits

The Agency shall contribute the minimum monthly health premium contribution established for contracting agencies by CalPERS or \$143.00, whichever is greater, towards the cost of premiums for health insurance under the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each employee and their eligible dependents. The contribution shall be adjusted annually by CalPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CalPERS. For employees who do not purchase Agency provided health insurance, the PEMHCA monthly minimum or \$143.00 whichever is greater, shall be paid to the employee as ordinary income.

PEMHCA minimum monthly contribution effective 2021	\$143.00
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PEMHCA minimum monthly contribution effective 2022	\$149.00
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##### B. Additional Benefit

The Agency shall make a monthly contribution for each employee as follows, minus the minimum PEMHCA contribution or \$143.00 whichever is greater.

Employee +1            \$1,369.00 effective January 1, 2021 through December 31, 2021

Employee Family    \$1,641.00 effective January 1, 2021 through December 31, 2021,

- 1) Employee Only and Opt-Outs: For employees who purchase employee only health insurance, or who do not purchase Agency provided health insurance, the maximum monthly contribution from January 1, 2021 through December 31, 2021 shall be \$1,053.00 minus the PEMHCA contribution under Section A above. If the cost of the combined premiums for health, dental, vision and life insurance (including dependent coverage) is less than the maximum allotment, the Agency shall pay the difference to employees as ordinary income, provided that the employee is enrolled and maintains membership in a CalPERS health plan for themselves or the employee is able to show proof that they obtained and maintained health insurance through another source, such as a spouse. The Agency may require proof of health insurance at any time. While on Unpaid Status, as defined in Section 1.30, the employee shall not receive this allotment.
- 2) Effective January 1, 2021, and on January 1<sup>st</sup> of every calendar year thereafter, during the duration of this Personnel Manual, any increase in the monthly contributions set forth above shall be based on the "blended rate" of the average increase in premiums, if any, of the two health benefit plans with the most Agency subscribers as of August 1 of the prior calendar month. The "blended rate" shall be calculated by averaging the annual percentage increase and/or decrease of the basic premium rates, as determined by CalPERS, of the two health plans with the most Agency subscribers on December 1 of each calendar year during the duration of this Personnel Manual. Any increase in the monthly contributions based upon the "blended rate" shall be capped at 6.5% per calendar year.
- 3) Effective July 1, 2022, the additional benefit for Employee +1 and Employee Family in Section 8.01.B and the monthly contribution for Employee Only and Opt-Outs in Section 8.01B.1 shall increase by twenty-five dollars (\$25).
- 4) Effective July 1, 2023, the additional benefit for Employee +1 and Employee Family in Section 8.01.B and the monthly contribution for Employee Only and Opt-Outs in Section 8.01B.1 shall increase by twenty-five dollars (\$25).
- 5) Should an employee's work hours be reduced by 25% or more of their 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 their health, dental, vision and/or life insurance benefits on a pro-rated basis (i.e., works 75%, receives 75% of

the difference between the monthly insurance allotment and the actual insurance costs). The Agency shall continue to pay the PEMHCA contribution from Section A above. Any adjustment shall be made to the amount of the additional benefit.

- 5) Except as provided for in Section 8.01.B.2, an employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the difference between the monthly insurance allotment and the actual cost of their health, dental, vision and/or life insurance benefits. The Agency shall continue to pay the PEMHCA contribution from Section A above.
- 6) The Agency provides each unrepresented, non-management employee with basic life insurance coverage in the amount of \$60,000. The employee is responsible for paying \$10,000 toward this coverage..
- 7) The Agency provides each management employee with basic life insurance coverage in the amount of \$100,000. The employee is responsible for paying \$10,000 toward this coverage.
- 8) Supplemental Life Insurance is available to employees at their expense through the Agency's life insurance carrier.
- 9) 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.
- 10) Employee +1 and Employee & Family: If the cost of the combined premiums for health, dental, vision, and life insurance (including dependent coverage) is less than the monthly contribution, 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 themselves including their eligible dependent(s). The Agency may require proof of health insurance at any time. While on Unpaid Status, as defined in Section 1.30, the employee shall not receive this allotment.

#### C. Retiree Health Benefits

The Agency shall contribute the minimum monthly contribution established for contracting agencies by CalPERS or \$143.00, whichever is greater, plus administrative costs towards the cost of premiums for health insurance under the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each annuitant who retired from the Agency through CalPERS and who enrolls in a CalPERS health plan as a retiree. The contribution shall be adjusted annually by CalPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CalPERS.

PEMHCA minimum monthly contribution effective 2021      \$ 143.00

PEMHCA minimum monthly contribution effective 2022     \$149.00

- 1) Payment for the retiree health insurance benefit of \$143.00 or the minimum PEMHCA contribution, whichever is greater, shall be made directly to CalPERS for the benefit of the retiree each month.
- 2) Only employees who retire after July 4, 2004, shall have the option of purchasing health insurance from CalPERS or a provider of their choice without any loss in benefit. If the retiree so chooses to purchase their health insurance from a provider other than CalPERS, the retiree will be reimbursed on a monthly basis for their benefit via direct deposit to the retiree's (or surviving spouse's) bank account, up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on retiree health benefits.

D. Additional Retiree Longevity Benefits

The Agency shall contribute an additional monthly benefit to each retiree minus the minimum PEMHCA contribution or \$143.00, whichever is greater, according to the chart below who simultaneously retires from the Agency through CalPERS and who is a minimum age of fifty-five (55).

Hire Date	Benefit Level	Minimum Years of Agency Service	Benefit
Before Jan. 1, 1992	Employee and/or eligible dependent(s)	20	50% of applicable Kaiser Rate*
After Dec. 31, 1991	Employee only or surviving spouse	12	50% of applicable Kaiser Rate*

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

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

Section 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. All PERS member contributions shall be fully paid by employees and deducted on a pre-tax basis. Said contribution shall not be considered special compensation for the calculation of the employee's retirement benefits.

- C. Employees hired after January 1, 2013, and defined as “new members” under the Public Employees’ Pension Reform Act of 2013 (“PEPRA”), Government Code section 7522, *et seq.*, will receive the 2% @ 62 formula and will pay one half (1/2) of their total normal cost rate as determined by CalPERS.
- D. 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.
- E. The Agency contracts with CalPERS for the One (1) Year Final Compensation Benefit (Section 20042) for all employees hired prior to January 1, 2012. This benefit provides that the final compensation used to calculate a member’s retirement allowance is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
- F. The Agency contracts with CalPERS for Military Service Credit Purchases (Section 21024). This benefit allows members to elect to purchase up to four (4) years of service credit for any continuous active military or merchant marine service prior to employment.
- G. The Agency has adopted Resolution #2009-4-2 which allows employees who make payments by payroll deduction for CalPERS service credit purchases to defer state and federal income taxes in accordance with IRC 414(h)(2).
- H. The Agency contracts with CalPERS for the 2.5% @ 55 Benefit formula (Section 21354.4) for all employees hired prior to January 1, 2012. Employees in this plan shall pay the full 8.0% Employer Paid Member Contribution (EPMC).
- I. The Agency contracts with CalPERS a second tier pension plan for employees hired on or after January 1, 2012 and prior to January 1, 2013, or who are hired after January 1, 2013, but were previously members in CalPERS or a reciprocal retirement system with less than 6 months gap in service, i.e. “classic members” pursuant to Section 20475 which provides for the 2.0% @ 55 Benefit Formula (Section 21354) with three year final compensation. Employees in this plan shall pay the full 7.0% EPMC.

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

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

- A. Three hundred sixty-five (365) day elimination period.
- B. Sixty percent (60%) of your monthly salary up to \$6,000.
- C. The maximum benefit period is determined by the employee’s age when disability begins.



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

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

- A. State Disability Insurance (SDI) - Any employee who becomes disabled due to a non-work related illness or injury will receive compensation benefits as established by the State Disability Insurance Fund.
- B. Paid Family Leave Program (PFL) - All California workers who are covered by the State Disability Insurance (SDI) program will also be covered for PFL. The PFL program provides a maximum of eight (8) 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. Employees who are provided with a uniform are required to wear the provided uniform during all working hours.

#### Section 8.06. - Safety Shoes and Safety Equipment Stipend

Employees in authorized classifications, as established in the Agency's Safety Manual, shall be required to wear appropriate safety shoes and safety equipment. Employees shall be entitled to a three hundred dollars (\$300.00) stipend per fiscal year for appropriate safety shoes and safety equipment, in accordance with the applicable rules of the Safety Manual. The safety equipment stipend shall be paid every twenty-fifth (25th) pay period.

#### Section 8.07. - Mileage Reimbursement

- A. Employees not receiving a car allowance shall receive mileage reimbursement in the amount established by the Internal Revenue Service.

#### Section 8.08. - Professional Development Stipend:

- A. Employees not on original probation shall be entitled to a professional development stipend of one thousand dollars (\$1000) per calendar year. The professional development stipend shall be paid every twenty-fifth (25th) pay period.
- B. The professional development stipend shall replace the following incentive programs:
  - 1. All certification and licensing payments and reimbursements found in Agency Policy A-70 Certification or Licensing
  - 2. All professional memberships payments and reimbursements
  - 3. All other certification or license incentive pay, voluntary or required
- C. Employees who are currently receiving more than \$1,000 per year, shall have grandfather rights to the Certification Incentive Payment amount that they are eligible for during July 2021, to be paid as a yearly stipend. The stipend shall be paid every twenty-fifth (25th) pay period. However, unit members shall not be eligible for any

reimbursements. The Agency will establish a list of employees who will be participating in the grandfathering in agreement. The look back period for grandfathering rights will be July 2019 through June 2021. Proof of certificates or licensing shall be due on or before the 21st pay period of the year. Should an employee who has grandfather rights fail to maintain their certificate or license, they shall no longer be eligible for the grandfather rights and will be transitioned to the \$1,000 Professional Development Stipend.

- D. Employees shall no longer be eligible for Agency Policy A-70 Certification or Licensing. This language is meant to supersede all Personnel Manual language adopted before June 30, 2021 as well as applicable Agency policy.

#### Section 8.09. - Educational Reimbursement.

The Agency shall reimburse each Unrepresented employee up to five thousand two hundred fifty dollars (\$5,250), or up to the Internal Revenue Service limit whichever is higher, per fiscal year for the cost of educational expenses that are related to the employee's work.

#### Section 8.10. - Degree Incentive

The Agency shall provide a one-time payment of \$175 for employees who successfully earn an associate degree.

The Agency shall provide a one-time payment of \$300 for employees who earn a bachelor's degree.

The Agency shall provide a one-time payment of \$300 for employees who earn a master's degree.

Payments are not retroactive and shall apply only to degrees earned during the duration of the Personnel Manual.

#### Section 8.11. - Cellular Telephone Usage

Management employees may receive an Agency provided cellular telephone in accordance with Agency Policy.

#### Section 8.12. - Vehicle Allowance

Eligible members of the Management Group as defined in Section 1.13 shall receive a vehicle allowance as follows:

- A. \$200 per month:
  - 1) Budget Officer
  - 2) Communications Officer
  - 3) Employee and Labor Relations Advocate
  - 4) Grants Officer
  - 5) Principal Accountant
- B. \$250 per month:
  - 1) Chino Basin Program Manager

- 2) Deputy Manager of Operations
  - 3) Deputy Manager of Maintenance
  - 4) Deputy Manager of Strategic Planning and Resources
  - 5) Principal Engineer
  - 6) Senior Policy Advisor
- C. \$300 per month:
    - 1) All Managers
  - D. \$400 per month:
    - 1) All Directors
  - E. At the beginning of each fiscal year, employees will have the option to elect a monthly car allowance or be reimbursed for mileage based on the use of their personal vehicle to conduct Agency business (per Section 8.07.A).

#### Section 8.13. - 401 Governmental Money Purchase Plan & Trust (401a Plan)

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

#### Section 8.14. - Wellness Stipend

- A. Employees not on an original probation shall be entitled to a wellness stipend of five hundred dollars (\$500) per calendar year. The wellness stipend shall be paid every twenty-fifth (25<sup>th</sup>) pay period.
- B. Employees shall no longer be eligible for Agency Policy A-78 Wellness Program. This is meant to supersede Personnel Manual language adopted before June 30, 2021, as well as applicable Agency policy.

#### Section 8.15. - Deferred Compensation

- A. Employees may borrow against their qualifying 457 plans, if allowed by the plan, subject to the terms and conditions of the deferred compensation plan.
- B. Effective July 1, 2018, The Agency will contribute twenty-five dollars (\$25) per pay period as a matching contribution to a single 457(b) account of each employee who has made an elective deferral of twenty-five dollars (\$25) or more to the plan for that pay period.

### **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 /her supervisor. This review will be made on a standard Agency performance appraisal form. The purpose of this appraisal

is to cause a periodic dialogue between the supervisor and the employee. The supervisor shall take this opportunity to discuss the employee's performance. At this time, the employee may have the opportunity to converse with the supervisor without cause for jeopardy to the employee's position.

- B. The performance appraisal shall become part of each employee's official personnel file.
- C. All non-management employees shall have a performance appraisal review once a year, to be conducted at the employee's merit review date. Said review shall occur every twelve (12) months from the anniversary of their last merit review date unless said employee receives an overall rating of Below Expectations or Unacceptable (see Section 9.01.G).
- D. All management employees shall have a performance appraisal review at least once a year to review the employee's performance during the fiscal year. The review is to be conducted by no later than September 15<sup>th</sup> following the end of the fiscal year being reviewed.
- E. 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+ calendar days, the date of the appraisal/merit is advanced the number of calendar days the employee is actually out including the first thirty (30) calendar days. If the employee is out thirty (30) days or less, no adjustment is made).
- F. In cases where no performance appraisal is filed, the employee should contact the Human Resources Department.
- G. All employees who receive an overall appraisal rating of Below Expectations or Unacceptable shall be reviewed ninety (90) days after the Below Expectations or Unacceptable appraisal was received by the employee.

#### 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 assist 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. - 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 their position, the supervisor may recommend a demotion.
- 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. A non-probationary employee who is demoted does not have to serve a new probationary period.
- D. When demoted, the employee's salary shall be adjusted to the salary range of their new position. Salary range placement shall take into consideration the employee's previous salary and may include the option of Y-rating the employee's salary.
- E. Any demotion to prevent layoff may, at the discretion of the General Manager, be reversed when the employee's previous position is reopened. In the case of preventing a layoff, the employee being demoted will accept the pay rate of the new position.
- F. An employee who is to be demoted shall be given at least two (2) weeks written notice prior to demotion.

#### Section 9.05. - 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 General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
- B. Employees who receive an overall performance rating of Meets Expectations may be eligible for a one (1) step advancement, employees who receive an overall performance rating of Exceeds Expectations may be eligible for a two (2) step advancement and employees who receive an overall performance rating of Outstanding may be eligible to receive an advancement of three (3) steps. In no instance shall the advancement place the employee higher than Step 9 of their salary range.
- C. A Meets Expectations or better performance appraisal will not be considered as justification for automatic advancement.
- D. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.
- E. An early advancement may be granted to employees who have exhibited Outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 7.08.G).
- F. In addition to any step advancement, management employees may receive a Performance Award of up to fifteen percent (15%) of the employee's base salary for performance during the previous fiscal year. Grandfathered Specialized employees (as outlined in Section 1.27 of the 2013 Unrepresented Personnel

Manual) may receive a Performance Award of up to ten percent (10%) of the employee's base salary for performance during the previous fiscal year. Any performance awards shall be paid in one lump sum payment during pay period twenty-two (22). All Performance Awards shall be awarded at the sole discretion of the General Manager. This Performance Award will be awarded to only those employees who are working for the Agency on the date the Performance Award is paid. The amount of the Performance Award to employees hired, promoted or reclassified after the beginning of a fiscal year shall be pro-rated based on the number of pay periods remaining in the fiscal year. An employee on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days shall have their Performance Award pro-rated by the amount of pay periods actually worked in the fiscal year.

G. Merit adjustments shall become effective as follows:

- 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of that pay period.
- 2) If a merit increase is due during the second week of a pay period, the effective date of the merit increase shall be the first day of the following pay period.

Section 9.06. - Denial of Step Advancement/Performance

- A. An employee who receives an overall appraisal rating of Below Expectations or Unacceptable shall be denied their step advancement. A written performance appraisal identifying the areas of weakness and what steps the employee needs to take to improve their performance shall be provided to and discussed with the employee.
- B. After receiving an initial overall rating of Below Expectations or Unacceptable, the employee shall have a maximum of two 90-Day period evaluations to attain an overall rating of Meets Expectations or better.
- C. At the end of the maximum two 90-Day period feedback evaluations, 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, and/or to discipline the employee in accordance with Article 14, as well as the reasons for the recommendation.

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

Section 10.01. - Pre-approved Leaves of Absence

Pre-approved leaves of absence are leaves granted by the 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 General Manager, or designated representative(s). If the leave is in relation to a disability accommodation, then the

leave will be determined through the interactive process on a case-by-case basis. 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.
- B. The authority for granting paid leaves or non-routine leaves with pay is at the sole discretion of the General Manager, or designated representative(s).

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

- A. The 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 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 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 General Manager, or designated representative(s).
- F. If the leave is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

#### Section 10.04. - Holidays

Subject to the conditions specified in this section, the Agency designates the following days as holidays. For the purposes of holiday compensation, a day shall equal the number of hours that the employee normally would have worked other than for the holiday:

<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 4 <sup>th</sup>	1 day
Labor Day	1st Monday in Sept.	1 day
Thanksgiving Day & Day After	4th Thursday & Friday in November	2 days
Christmas Day & Day After	December 25 <sup>th</sup> & December 26 <sup>th</sup>	2 days
Floating Holiday (Management)	Employee's Choice (prior approval required)	10 days per FY
Floating Holiday (Grandfathered Specialized)	Employee's Choice (prior approval required)	8 days per FY
Floating Holiday (Non-management)	Employee's Choice (prior approval required)	6 days per FY

- A. If the holiday should fall on Saturday, the holiday will be observed on the preceding Friday. If the holiday should fall on Sunday, the holiday will be observed on the following Monday. If Christmas falls on Friday, the day after Christmas shall be observed on the following Monday. If Christmas falls on Saturday, it will be observed on the preceding Friday and the day after will be observed on the following Monday. If Christmas falls on a Sunday, Christmas day and the day after shall be observed on the following Monday and Tuesday.
- B. All employees will be granted leave with pay for all holidays recognized by the Agency, with the exception of the following:
- 1) Appointees whose first day of work would have fallen on the holiday.
  - 2) Non-exempt employees scheduled for a normal shift at Agency facilities on a holiday as defined above (with the exception of Floating Holidays) shall be paid a holiday premium of one and one-half (1½) times their hourly rate of pay for all hours actually worked, in addition to their holiday pay. If the day of the observed holiday is different from the day of the actual holiday, only 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 12:00 a.m. and ending at 11:59 p.m. on the day of 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 their supervisor.
- 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 employees 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 or after the holiday (e.g., the July 4<sup>th</sup> holiday is Thursday and 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 1.32 and 1.33 for definitions of scheduled and unscheduled workdays.



If an exempt employee is sick the day before or after a holiday and is unable to provide verification of such illness, the employee shall be required to utilize vacation leave for the time missed.

- D. An employee whose regularly scheduled flex day off falls on the holiday who does not work due to the flex/holiday may receive either compensation or an increase in their vacation accrual equal to the number of hours of the employee's working flex day (e.g., employee's flex day off is Friday and he/she works eight hours on the other Friday of the same pay period, he/she will accrue an extra eight hours of vacation time in lieu of holiday pay).
- E. Floating holidays will be credited to each employee on July 1 and must be used by June 30 of the following 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. An employee on original probation who is not permitted to use their floating holiday prior to the end of the pay period corresponding with the last pay date in June shall have their pro-rated hours carried over the following fiscal year. Prior approval to take floating holidays must be obtained from the employee's manager/supervisor. In cases where an employee must forfeit their floating holidays at the request of the Agency, the employee shall be compensated for their unused portion at their current rate of pay at the end of the pay period corresponding with the last pay date in June. The amount of floating holidays credited to employees hired or promoted after the pay period corresponding with the first pay date in July of each year shall be pro-rated based on the number of pay periods remaining in the fiscal year. Every effort will be made to allow those Unrepresented employees desiring Veteran's Day off the use of one floating holiday on Veteran's Day (November 11). Unused floating holidays shall be paid out upon separation from employment.

#### Section 10.05. - Vacation Leave

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

- A. Full-time employees shall be entitled to accrue and accumulate vacation leave with pay as follows:

Continuous Months of Service	Continuous Years of Service	Hours Accrued per Pay Period	Hours Accrued per Year	Maximum Accrual
0-60	0-5	3.077	80	200
61-72	6	3.692	96	288
73-84	7	4.308	112	336
85-108	8-9	4.923	128	384
109-180	10-14	6.154	160	480
181-239	15-19	6.769	176	528
240 and thereafter	20+	7.692	200	600

- B. 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.
- C. Vacation leave periods which exceed the limits specified in Paragraph C above must be approved in writing by the General Manager, or designated representative(s), and in the best interest of the Agency.
- D. Vacation leave shall be limited to those days already earned by the last day of the vacation period. No advance of vacation leave shall be permitted, without the expressed written consent of the General Manager, or designated representative(s).
- E. Holidays that occur during an employee's vacation period shall not be considered as a vacation day.
- F. In cases where an employee forfeits vacation leave time at the request of the Agency, upon approval of the General Manager, 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/ her vacation or to avoid any conflicts.
- G. Employees who are on vacation leave shall be compensated at their current rate of pay.
- H. 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.
- I. 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 hourly rate of pay at the time of separation.
- J. An employee who is on unpaid status as defined in Section 1.30 shall not accrue vacation leave.

K. 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.

L. An employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the vacation accrual rates outlined in Section 10.05.A. Vacation accrual rates will be reduced for an employee who is not in a paid status for a minimum of sixty (60) hours per pay period using the following formula:

Accrual rate ÷ 80 hrs/pay period = adjusted accrual rate  
Adjusted accrual rate x hrs paid = reduced accrual amount

For example: An employee in their 30<sup>th</sup> month of employment, who is receiving pay for 43 hours in a pay period, shall accrue vacation at the following rate:

$3.077 \div 80 \text{ hrs/pay period} = 0.0385$   
 $0.0385 \times 43 \text{ hours} = 1.6555$

In this example, the employee would accrue 1.655 hours of vacation, rather than the regular amount of 3.077, for this pay period.

M. Vacation Leave Cash Out. During March of each year or as approved by the General Manager, an employee may, at their option, request to convert up to a maximum of seventy percent (70%) of their respective annual vacation leave accrual to receive a cash payment at their current rate of pay, provided that he/she has used at least thirty percent (30%) of their respective annual vacation leave accrual during the previous twenty-six (26) pay periods.

Hours Accrued per Pay Period	Hours Accrued per Year	Minimum Hours Used (30%)	Maximum Hours Cash-Out (70%)
3.077	80	24	56
3.692	96	29	67
4.308	112	34	78
4.923	128	38	90
6.154	160	48	112
6.769	176	53	123
7.692	200	60	140

1) It is the employee's responsibility to track their own accruals and make a written request for said conversion by the conclusion of the last pay period in March or as approved by the General Manager. A payroll stuffer will be sent out to all employees during the last pay period in February or as approved by the General Manager reminding employees of this option.

- 2) Payment shall be made to qualified employees on a separate check from payroll on the first pay date in April and/or September or as approved by the General Manager.
- 3) Qualification for vacation leave cash out shall be based on:

Year	Accrual Rate as of:	Usage Timeframe	Cash-Out Pay Date
2022	February 19, 2022	2/21/2021 - 2/19/2022	April 8, and /or September 9, 2022
2023	February 18, 2023	2/20/2022 - 2/18/2023	April 7, and /or September 8, 2023
2024	February 17, 2024	2/19/2023 2/17/2024	April 5, and /or September 6, 2024

or as approved by the 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 the pay period four (4).

#### 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 after the 90th day after the first day of employment, except in emergency situations when approved in writing by the 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 allows the continuation of pay and fringe benefits in case of personal (or family) illness and, as such, its usage should not be abused. Maintaining good attendance is a condition of employment and an essential function of your job. To minimize hardships that may result from illness or injury, the Agency provides paid sick time benefits in case of personal (or immediate family) illness/injury. However, periodic sick leave taken on a repeated basis may be viewed as abuse of the system. It is your responsibility to establish legitimate illness or injury to receive sick leave pay. This leave time is computed as follows:

- A. All 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 1.10.A).
  - 5) Up to ten (10) working days of sick leave may be used for bereavement purposes.
  - 6) Special cases require approval of the 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 /her supervisor prior to or at the start of the employee's work shift on each day when such benefits are desired, unless he/she has submitted a physician's off work order or have made prior arrangements with their immediate supervisor. 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 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, the Agency may require verification from the employee's medical practitioner for absences of less than three (3) days.
- G. All regular or 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 10.03.B).

The total amount of compensation that will be paid by the Agency is limited to the value of the sum of the employee's accrued sick leave 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 five (5) or more years of continuous regular employment, shall be compensated for accumulated, unused sick leave as follows:

<u>COMPLETED YEARS OF SERVICE</u>	<u>MAX REIMBURSABLE HOURS ACCRUABLE</u>	<u>PERCENT PAYABLE</u>
5	320	25%
6	360	35%
7	400	35%
8	440	35%
9	480	35%
10	544	50%
11	608	50%
12	672	50%
13 & 14	736	50%
15 through 19	800	50%
20 & thereafter	850	100%

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

- K. When an employee has been continuously employed by the Agency for a minimum of five (5) years, has reached age 55, AND retires from the Agency and the California Public 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 REIMBURSEABLE HOURS ACCRUABLE</u>	<u>PERCENT PAYABLE</u>
5	320	50%
6	360	50%
7	400	50%
8	440	50%
9	480	75%
10	544	100%
11	608	100%
12	672	100%
13 & 14	736	100%
15 through 19	800	100%
20 and thereafter	850	100%

- L. An employee who is on unpaid status as defined in Section 1.30 shall not accrue sick leave.
- M. An employee must be in a paid status for a minimum of sixty (60) hours per pay period to accrue sick leave at the rate of 3.692 hours per pay period. The sick leave accrual rate will be reduced for an employee who is not in a paid status for a

minimum of sixty (60) hours per pay period using the following formula:

$$3.692 \div 80 \text{ hrs/pay period} = 0.0462$$

$$0.0462 \times \text{hrs paid} = \text{reduced accrual amount}$$

For example: An employee who is receiving pay for 43 hours in a pay period, shall accrue sick leave at the following rate:

$$0.0462 \times 43 \text{ hours} = 1.9866$$

In this example, the employee would accrue 1.986 hours of sick leave, rather than the regular amount of 3.692, for this pay period.

- N. Employees shall be entitled to use up to 80 hours of accrued sick leave during any rolling 12-month period for absences that qualify for “bonding” leave under the Family Medical Leave Act and/or California Family Rights Act. Only employees eligible for “bonding” leave under these laws may utilize up to 80 hours of sick leave for such absences.

#### Section 10.07. - Sick Leave Buy Back

Each November an employee may, at their 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 their current rate of pay; provided that at least four hundred eighty (480) 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 1/3 hours.

Year	Accrued Hours as of:	Request for Buy Back Deadline	Buy Back Pay Date
2022	October 16, 2021	November 12, 2021	December 3, 2021
2023	October 15, 2022	November 11, 2022	December 2, 2022
2024	October 14, 2023	November 10, 2023	December 1, 2023

- A. Payment will be made to qualified employees on a separate check from payroll on the first pay date in December.
- B. To receive payment for the buyback 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 or extended family (Section 1.10.A and Section 1.10.B), the employee shall be granted up to five (5) workdays paid bereavement leave.
- B. In the event of a death in the employee's extended family (Section 1.10.B), the employee shall be granted up to three (3) work days of paid bereavement leave to attend funeral or related services.

- C. 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 or leave accrual.
- D. Employees may also be excused by immediate supervisor to attend the funeral of a person not included in the definition of immediate/extended family (Section 1.10) or a former Agency employee.
- E. All authorized bereavement leave shall be charged against the Agency's bereavement bank.

#### 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. Jury Leave - Any employee of the Agency who is called or required to serve as a trial juror, witness, or who is a victim of a crime or domestic violence will be excused from work during the period of such service or while present in court as a result of such a call. Any employee on such a call will continue to receive normal salary for a maximum of one hundred (100) work hours in any one calendar year, provided any and all consideration (except mileage) received for such service is relinquished to the Agency. If the employee receives pay from the court for time served on a day that would have been a scheduled day off for the employee, he/she may retain any compensation paid by the court for that day. Under special circumstances, the General Manager, or designated representative(s), may authorize additional paid time if said time will not interfere or become a burden to Agency activities. Upon return from court duty, the employee shall present a certificate of service to their supervisor. If the employee is excused by the court at least three (3) hours prior to the end of their shift, the employee shall be required to return to work.

Whenever possible the employee shall provide a minimum of ten (10) working days notice prior to the date he/she is summoned to serve as a trial juror or witness to their supervisor in order for the supervisor to make arrangements to cover their normal shift. The employee shall be paid jury duty pay for the time he/she is required to serve up to the maximum stipulated in this section.

- 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. - 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.
- C. An employee requesting military leave shall promptly provide the department head with a copy of the military orders specifying dates, site and purpose of the activity or mission.
- D. Within the limits of such orders, the General Manager or designated representative(s) may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

#### Section 10.12. - 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 10.13. - Longevity Leave

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

Year of Service	Hours of Leave
10	40
15	60
20	80
25	100
30	100
35	100

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

#### Section 10.14. - 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 (due to Agency demands) 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 10.15. - Payment of Accrued Leave**

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

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

### **ARTICLE 11 - SEPARATION FROM SERVICE**

#### **Section 11.01. - Discharge During Probationary Period**

An employee who is within the original probationary period may be discharged at any time with or without cause by the General Manager, or designated representative(s). An employee who is discharged during the probationary period shall be compensated for accrued vacation leave as defined in Section 10.05.J of this Personnel Manual.

#### **Section 11.02. - Layoff**

Any regular or temporary employee of the Agency may be laid off at any time as the result of a changed workload within the Agency. Any layoff which may occur for any reason will be based on the employee's performance history with the Agency, at the discretion of the General Manager, or designated representative(s), and in the best interest of the Agency. Regular employees being laid-off shall receive four 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 11.03. - 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.

### **ARTICLE 12 - EMPLOYEE CONDUCT**

#### Section 12.01. - Peaceful Performance of Duties

Unrepresented employees 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 12.02. - 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 12.03. - Outside Employment

Full-time Agency employees may not engage in any private business or undertaking concurrently with their public service, which attention to 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 advance and in writing by the supervisor and the General Manager, or designated representative(s).

#### Section 12.04. - Personal Conduct

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

#### Section 12.05. - 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 12.06. - 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 13 - GRIEVANCE PROCEDURE**

#### Section 13.01. - General

- A. A grievance is an alleged violation, misinterpretation, inequitable application or non-compliance of Agency ordinances, resolutions, policies, and/or provisions of the Personnel Manual of a non-disciplinary nature. Refer to Article 14, 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 their 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 their 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 Agency's 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.
- L. An employee's grievance must be submitted within thirty (30) calendar days after the event giving rise to the grievance. Grievances not presented within this thirty (30) calendar day period shall be considered untimely and ineligible for processing through the Grievance Procedure.

#### Section 13.02. – Purpose

- A. To promote harmonious employee relations by establishing procedures on grievance matters.
- B. To provide that grievances shall be settled as near as possible to the point of origin.
- C. To provide that the grievance procedure shall be as informal as possible.

#### Section 13.03. - Procedure

1. Grievances involving salaries and promotions may be processed up through Step 3 of this procedure.

2. There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.
3. The following procedures outlined herein constitute the steps necessary to address an employee's grievance. The timelines established in this grievance procedure may be extended by mutual agreement:

Step 1:

- A. An employee's grievance must be submitted to the Manager of Human Resources or designee within thirty (30) calendar days after the event giving rise to the grievance. Grievances not presented within this thirty (30) calendar day period shall be considered untimely and ineligible for processing through the Grievance Procedure.
- B. A meeting with the employee, the Supervisor or designee, and a Human Resources department representative will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Manager or Human Resources or designee. The Supervisor or designee will give their written answer to the employee by the end of day on the eighth (8) business day following the presentation of the grievance and the giving of such answer will conclude Step 1. Should the Supervisor or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 2:

- A. If the grievance is not resolved at Step 1, the employee may proceed to Step 2. The employee will submit their grievance to the next level Management Representative, typically the Deputy Manager or designee by the end of the eighth (8) business day following the decision in step 1. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.
- B. A meeting with the employee, the Deputy Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Deputy Manager or designee. The Deputy Manager or designee will give a written answer to the employee by the end day on the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 2. Should the Deputy Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

Step 3:

- A. If the grievance is not resolved at Step 2, the employee may proceed to Step 3. The employee will submit their grievance to the next level Management Representative, typically the Department Manager or designee by the end day on the eighth (8) business day following the decision in Step 2. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.

- B. A meeting with the employee, the Department Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Department Manager or designee. The Department Manager or designee will give a written answer to the employee, if applicable, by the end of day on the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 3. Should the Department Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.
- C. Grievances involving salaries and promotions shall not be continued beyond Step 3.

Step 4:

- A. If the grievance is not resolved in Step 3, the employee may proceed to Step 4. The employee will submit their grievance to the Manager of Human Resources or designee by the end of the eighth (8) business day following the decision in step 3. Grievances not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Grievance Procedure.
- B. A meeting with the employee, a Senior Leadership representative, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within eight (8) business days from the date the grievance is received by the Manager of Human Resources or designee. The Senior Leadership representative will give a written answer to the employee, by the end of day on the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 4 and conclude the grievance procedure.

## **ARTICLE 14 - DISCIPLINARY ACTIONS AND APPEALS PROCEDURES**

No disciplinary action may be imposed on any employee covered by this Personnel Manual, with the exception of oral counseling, until said action has been reviewed by the Human Resources Department. In the event of a serious infraction, some or all steps of progressive discipline can be bypassed. The type of discipline imposed will be evaluated by the Department, in consultation with the Human Resources Department.

### **Section 14.01. - Types of Discipline**

Where appropriate, discipline imposed by the Agency may consist of one or more of the following:

- A. Oral Counseling. Instruction to the employee by the employee's supervisor to correct workplace behavior or performance, which is not documented in the personnel file.
- B. Oral Reprimand. A verbal warning from the employee's supervisor to the employee to correct workplace behavior or performance which is documented as having occurred. Performance appraisals shall count as documentation of an oral reprimand having taken place.

- C. Written Reprimand. A written notice from the employee's supervisor to the employee that the employee must correct and/or discontinue workplace behavior or performance or be subject to more serious disciplinary action. A written reprimand will be retained in the employee's personnel file and documented in the performance evaluation.
- D. Suspension. The temporary separation from service of an employee without pay for disciplinary reasons. Documents related to a suspension shall become part of the employee's personnel file when the suspension is final and documented in the performance evaluation. Employees who are exempt from the FLSA overtime will only be suspended as authorized by the FLSA.
- E. Reduction in Pay. A decrease in an employee's pay for cause to a lower Step within the employee's current pay range for a specified period of time. Documents related to a reduction in pay shall become a part of the employee's personnel file when the reduction in pay is final and documented in the performance evaluation. Employees who are exempt from the FLSA overtime requirements are not subject to pay reduction, except loss of accrued vacation, floating holiday, or administrative leave.
- F. Involuntary Demotion. An involuntary moving of an employee to a lower-paying classification or position for disciplinary reasons. Failure to meet the requirements of promotional (technical) probation is not considered a disciplinary demotion. Documents related to a demotion shall become a part of the employee's personnel file when the demotion is final and documented in the performance evaluation.
- G. Termination. The discharge, for cause, of an employee at the discretion of the Agency. Documents related to a termination become a part of the employee's personnel file when the termination is final and documented in the performance evaluation.

#### Section 14.02. - 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 periods and/or taking excessively long lunch periods.
- C. Job Abandonment as defined in Section 1.12.
- 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 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 or Dishonest Actions. Such as falsifying employment applications, timecards, 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. Unauthorized release of confidential personnel or Agency 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.
- DD. Horseplay or fighting during work hours on Agency owned or controlled property.

#### Section 14.03. - Administrative Leave

- A. The Agency reserves the right to place any employee on Administrative Leave with pay pending an investigation of their 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.

#### Section 14.04. - 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 14.05. - Employee's Receipt

Employee's receipt of any and all notices shall be defined as the date the notice was sent electronically, via Agency e-mail or hand delivered.

#### Section 14.06. - Pre-Disciplinary Procedure and Disciplinary Appeal Procedure

##### Pre-Disciplinary Procedure:

If an employee is to be suspended for thirty-one (31) hours or more, receive a reduction in pay, be involuntarily demoted or discharged, the employee shall:

1. Receive written notice of the intended action at least eight (8) calendar days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based.
2. Receive copies of any materials, reports or other documents upon which the intended action is based.
3. Be afforded the right to respond in orally or in writing within eight (8) calendar days to the intended charges. Employee response shall be in accordance with the section below.
4. Be afforded the right to meet or schedule a meeting within eight (8) calendar days of notice with the Agency's Skelly meeting reviewer. The Agency's Skelly meeting reviewer will be a representative from the Agency's management team, who is reasonably impartial and uninvolved from the underlying facts and circumstances of the employee.
5. Be given the written decision of the Agency Skelly meeting reviewer prior to the effective date of the disciplinary action and the giving of such written decision will conclude the pre-disciplinary procedure. Such action may not include discipline more severe than that described in the notice of intent; however, the Agency may reduce such discipline without the issuance of a further notice of intent.

##### Employee Response:

- A. The employee shall be entitled to respond, orally or in writing, to the notice of intended action described above. Such response must be in accordance with the steps in the pre-disciplinary procedure. After review of the employee's timely response, if any, the Agency shall notify the employee of any action to be taken. If the employee chooses to respond orally, the employee may request and, if such request is made, have present a representative.

##### Disciplinary Appeal Procedure:

- A. Disciplinary actions of oral counseling and oral reprimands shall not be eligible for the disciplinary appeal procedure.
- B. Time limits for filing formal disciplinary appeals and their corresponding appeals, may be extended by mutual agreement of the parties. The mutual agreement of the parties shall be document in writing.

### Step 1:

- A. An employee's disciplinary appeal must be submitted to the Manager of Human Resources, or designee within eight (8) business days after the issuance of the discipline. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the Disciplinary Appeals Procedure.
- B. A meeting with the employee, the Management Representative, typically the Supervisor or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Management Representative, typically the Supervisor or designee. The Management Representative, typically the Supervisor or designee will give their written answer to the employee by the end of the eighth (8) business day following the presentation of the disciplinary appeal and the giving of such answer will conclude Step 1. Should the Management Representative, typically the Supervisor or designee, fail to respond within the allotted timeframe, the employee may proceed to the next step.
- C. A disciplinary appeal of a written reprimand shall not be continued beyond Step 1. However, the employee may attach a written rebuttal to the written reprimand. The employee's written rebuttal must be submitted by the end of the eighth (8) business day following the written response from the Management Representative, typically the Deputy Manager or designee.
- D. Disciplinary actions of suspension of thirty-one (31) hours or more, reduction in pay, demotion or discharge may waive Step 1. The disciplinary appeal to the Department Manager of Human or designee, should include the employee's preference to start at Step 1 or Step 2.

### Step 2:

- A. If the employee's disciplinary appeal is not resolved in Step 1, the employee may proceed to Step 2. The employee will submit their disciplinary appeal to the next level Management Representative, typically the Department Manager or designee by the end of the eighth (8) business day following the decision in step 1. Disciplinary Appeals not presented within this eight (8) business days period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.
- B. A meeting with the employee, the Department Manager or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Department Manager or designee. The Department Manager or designee will give a written answer to the employee by the end of the eighth (8) business day following the date of the meeting, and the giving of such answer will conclude Step 2. Should the Department Manager or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

### Step 3:

- A. If the employee's disciplinary appeal is not resolved in Step 2, the employee may proceed to Step 3. The employee will submit their disciplinary appeal to the next level Management Representative, typically the Senior Leadership representative or designee by the end of the eighth (8) business day following the decision in step 2. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.
- B. A meeting with the employee, the Senior Leadership representative or designee, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the employee's disciplinary appeal. Such meeting will take place within eight (8) business days from the date the appeal is received by the Senior Leadership representative or designee. The Senior Leadership representative or designee will give a written answer to the employee by the end of the eighth (8) business day following the date of the meeting, and the giving of such answer will conclude Step 3. Should the Senior Leadership representative or designee fail to respond within the allotted timeframe, the employee may proceed to the next step.

#### Step 4:

- A. If the employee's disciplinary appeal is not resolved in Step 3, the employee may proceed to Step 4. The employee will submit their disciplinary appeal to Manager of Human Resources or designee by the end of the eighth (8) business day following the decision in step 3. Disciplinary Appeals not presented within this eight (8) business day period shall be considered untimely and ineligible for processing through the remainder of the Disciplinary Appeals Procedure.
- B. A meeting with the employee, the General Manager, and a representative from the Human Resources department will be arranged at a mutually agreeable location and time to review and discuss the disciplinary appeal. Such meeting will take place within eight (8) business days from the date the disciplinary appeal is received by the Manager of Human Resources or designee. The General Manager will give a written answer to the employee, by the end of the eighth (8) business day following the date of the meeting, and the giving of such reply will conclude Step 4 and conclude the disciplinary appeal procedure.

## **ARTICLE 15 - RULE MAKING AUTHORITY**

### Section 15.01. - General

The 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 16 - NOTICE**

### Section 16.01. - General

Within ninety (90) working days of the adoption of this Personnel Manual a copy shall be presented to each Unrepresented employee of the Agency.

## **ARTICLE 17 - PURPOSE**

### **Section 17.01. - General**

The purpose of this Personnel Manual is to provide a reference document for employees that contain the Agency's rules, regulations, benefit provisions and salary rate schedules.

## **ARTICLE 18 - TERM**

### **Section 18.01. - General**

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

Upon ratification by the Board, all unrepresented employees on the Agency's payroll on August 1, 2021, shall receive a one-thousand-dollar (\$1,000) bonus.