

**BIG BEAR AREA REGIONAL WASTEWATER AGENCY**  
**PERSONNEL POLICIES AND PROCEDURES MANUAL**

Adopted 05.22.2013



Revised  
01.22.2014  
03.26.2014  
05.27.2015  
04.27.2016  
08.24.2016  
12.07.2016  
09.26.2018  
12.05.2018  
03.27.2019

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## **SECTION 1 GENERAL PROVISIONS**

### **1.01 Purpose**

The purpose of the Agency Personnel Policies and Procedures Manual (“Personnel Manual”) is to provide guidance in the application of personnel management policy.

### **1.02 Prior Policies Repealed**

In the event that the terms and provisions of this Policy and Procedures Manual are inconsistent or in conflict with the terms and provisions of any prior Agency personnel policy and procedures, resolutions, rules and regulations governing the same subject, the terms of this Policy and Procedures Manual shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby repealed.

### **1.03 Term of Personnel Manual**

This Manual takes effect when adopted by the Governing Board of the Agency. The Personnel Manual shall remain in effect unless repealed, in whole or part, by the Governing Board of the Agency. At its discretion the Governing Board may add to, delete, or otherwise modify these policies and procedures.

### **1.04 Non Discrimination**

The Agency shall comply with applicable federal and state laws governing fair employment practice and equal opportunity. The Agency shall not discriminate for or against any person based on race, creed, color, religion, national origin, sex, age, political opinion, sexual orientation, physical handicap, medical condition, gender identity, or marital status.

### **1.05 Violation of Personnel Policy**

Violation of these personnel policies as adopted shall constitute grounds for termination from probation or for suspension, demotion, discharge or other disciplinary action deemed appropriate in the discretion of Agency Management.

### **1.06 Department Policies and Procedures**

Department managers may issue such policies and procedures as deemed necessary for the efficient and orderly administration of the department. However, no such policies or procedures shall conflict with or supersede these Personnel Policies and Procedures and shall be approved by the Personnel Officer prior to their implementation. Department policies and procedures must be consistent with, and supplementary to, these Personnel Policies and Procedures.

### **1.07 Distribution of Personnel Policies**

Copies of the Personnel Manual shall be made available to each department of the Agency. Department managers shall make them accessible to employees. Copies shall be available in the Administrative Office.

## 1.08 Definition of Terms

Capitalized terms used in this Personnel Manual shall be defined as follows:

**Acting Appointment** – An appointment of a person who possesses at least the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligibles, or on an interim basis pending later appointment of an eligible person.

**Advancement** – A pay increase within the limits of a pay range established for a class.

**Agency** – The Big Bear Area Regional Wastewater Agency.

**Anniversary Date** – For employees hired on December 21, 1996, the in-service date shall be the date last hired by the Big Bear City Community Services District. The in-service date for employees hired or rehired after December 21, 1996 shall be the date of hire by the Agency.

**Applicant** – Any person submitting a formal completed application for employment with the Agency.

**Authorized Position** – A specific work position within a job classification which is or may be held by an employee.

**Bin Truck** – *The commercial vehicle used for hauling treated wastewater solids (sludge.) Treated wastewater solids do not include grit or screenings. (03/26/2014)*

**Board** – The Governing Board of the Agency.

**Class** – All positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title and with equitable and common standards of selection, transfer, demotion and pay.

**Continuous Employment** – Employment which is uninterrupted.

**Contract Employees** – Contract employees are those individuals that are employed by the Agency pursuant to the terms of an individual employment contract which sets forth terms and conditions of employment. The provisions of this Personnel Manual are applicable to contract employees. If the individual's employment contract conflicts with the provisions of the Personnel Manual, the individual's employment contract shall supersede.

**Days** – Means calendar days unless otherwise stated.

**Demotion** – The movement of an employee from one class to another class having a lower maximum pay rate.

**Department** – A major administrative branch of the Agency involving a general line of work with one or more employees under the charge of one or more individuals known as supervisors.

**Department Head** – The manager of an Agency department.

**Discharge** – Involuntary termination of employment with the Agency.

**Employment List** – A list of names of persons who may be considered for employment with the Agency under specified conditions. Employment lists will be prepared as needed as determined by the Personnel Officer.

**Employee** – A person who is legally occupying a position in the Agency's service or who is on an authorized leave of absence from such position.

**Employee Classification Plan** – Classes of positions defined by class specifications including title which groups all positions with similar duties, responsibilities, authority and character of work in the same class with the equitable schedules of compensation within the same class.

**Exempt Employee** – An employee exempt from the overtime and minimum wage provisions of applicable federal wage and hour laws.

**Fiscal Year** – The fiscal year for the Agency begins on July 1 and ends on June 30 of the next calendar year.

**Full-Time Employee** – An employee of the Agency who regularly works forty (40) or more hours per week in a position set forth in the Classification Plan.

**Grievance** – Any good faith, reasonable complaint of an employee or a group of employees or a dispute between the Agency and said employee or group of employees involving the interpretation, application, or enforcement of this Personnel Manual; however, complaints involving employee discipline or termination are not grievable.

**Grievance Procedure** – The systematic means by which an employee may obtain consideration of a grievance.

**Human Resources** – Employee(s) designated to perform the personnel, payroll, and benefit administration functions of the Agency.

**Immediate Family** – Unless defined otherwise herein, immediate family shall be, an employee's father, mother, spouse, registered domestic partner, child, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, foster child, ward of court, or stepchild.

**Immediate Supervisor** – The most immediate person to whom an employee reports for work assignments and direction.

**Interactive Process** – A process involving a meeting with an employee, supervisor(s) and an Agency representative to determine if an employee's diminished capacity after an injury or illness can be accommodated with modified duties or alternate work.

**Job Description** – The descriptive title of a certain type of job performed by an Agency employee. Inherent in each classification are certain duties, responsibilities, and degrees of authority.



**Layoff** – The separation of an employee from Agency service due to lack of work or funds, and other reasons not related to fault, delinquency, or misconduct on the part of the employee.

**Leave of Absence** – An authorized absence from duty for a specified period.

**Non-Exempt Employee** – An employee subject to the overtime and minimum wage provisions of applicable federal wage and hour laws.

**Non-Regular Employee** – Any employee not defined as a regular employee. Non-regular employees may be acting appointments, contract employees, employees regularly working less than forty (40) hours per week or less than 1,000 hours in a six-month period, an employee appointed to a specific position of six consecutive months or less, or an employee hired for a specific purpose for a limited period of time. A non-regular employee cannot convert to a regular employee status except pursuant to the General Manager's written authorization.

**Pay Range** – The minimum and maximum pay rate for each position.

**Performance Appraisal** – A review and evaluation of an employee's performance and capabilities in the employee's authorized position by the employee's immediate supervisor or other manager.

**Personnel Manual** – This group of personnel policies and procedures concerning employment with the Agency.

**Personnel Officer** – The General Manager or an employee of the Agency designated by the General Manager as the Personnel Officer.

**Position** – A group of current duties and responsibilities assigned or delegated by competent authority and requiring the full or part time services of one (1) employee.

**Probationary Period** – The first twelve months or 2,080 hours of employment, whichever occurs later, or such duly extended period of employment.

**Promotion** – The movement of an employee from a position in one class to a position in another class having a higher maximum pay rate with an increase in duties and responsibilities over the employee's present class.

**Reduction in Pay** – A temporary or permanent decrease in pay.

**Regular Employee** – As a general rule, Regular Employees are those employees regularly scheduled to work forty (40) hours per week. Individuals who have not been expressly designated as regular employees are not regular employees.

**Reinstatement** – The restoration without examination of a former regular employee or probationary employee to a classification in which the employee formerly served as a regular non-probationary employee.

**Resignation** – Voluntary termination of employment by an employee.

**Safety-Sensitive Position** – A position with responsibilities and duties wherein a lapse in judgment, attentiveness, or appropriate action could pose a risk to the safety of the worker, co-workers, the public health, and/or the environment.

**Smoking** – Includes any lighted cigarette, cigar or pipe or similar device or item.

**Solids Hauling** – *The transportation of treated wastewater solids (sludge) to an offsite disposal or storage location. Treated wastewater solids do not include grit or screenings. (03/26/2014)*

**Standby Duty** – Assignments or circumstances, which require an employee, so assigned by management, to:

1. Be readily available at all hours by telephone or other agreed upon communications equipment, such as a beeper or radio, or by leaving a message at the employee's telephone location indicating where and how the employee can be reached;
2. Be able and ready to respond to a call for service, and
3. Refrain from those activities that might impair his or her performance of assigned duties when called, including, but not limited to, consumption of alcohol.

**Supervisor** – A person who has responsibility for the direction of a specific employee's work.

**Suspension** – The temporary separation from service of an employee without pay for disciplinary purposes or with pay pending investigation of misconduct or for other legitimate purposes.

**Termination** – The conclusion or cessation of employment with the Agency.

**Transfer** – The movement of an employee within a department or between departments from one position to another position and having the same maximum pay and similar duties, and requiring substantially the same basic qualifications.

**Vacancy** – An unfilled authorized position.

## **1.09 Application of Personnel Policies and Procedures**

These Personnel Policies and Procedures shall apply to all employees in the service of the Agency, unless otherwise stated; provided, where the terms of a memorandum of understanding between the Agency and its employees conflicts with the provisions of this Personnel Manual, the terms of the memorandum of understanding shall apply.

## **1.10 Savings Clause**

If any provision or the application of any provision of this Personnel Manual is rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions of the Personnel Manual shall remain in full force and effect.

## **SECTION 2 RECRUITMENT, SELECTION AND PLACEMENT**

### **2.01 Classification Plan/Job Descriptions**

The Personnel Officer shall ascertain and record the duties and responsibilities of all positions in the Agency and shall recommend a Classification Plan for such positions. The Classification Plan shall consist of classes of positions defined by job descriptions, including the title. The Classification Plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and the same pay schedules are equally applied to all positions in the same class. The Classification Plan shall be adopted by the General Manager and may be amended from time to time. Amendments and revisions of the plan may be suggested by any interested party and submitted to the General Manager. A new position shall not be created and filled until the Classification Plan has been amended to provide therefore.

### **2.02 Vacancies**

When a vacancy occurs in an authorized position, the Personnel Officer may fill the vacant position with a regular or non-regular employee. The Personnel Officer may fill a vacant position with an existing Agency employee who is both qualified for the position and willing to accept the position. When the Personnel Officer deems it better not to fill the vacancy with an Agency employee, the Personnel Officer may fill the vacancy with a person who is not an Agency employee. The Personnel Officer may determine that it is in the Agency's best interest to leave the position vacant. This section shall not be construed to limit in any way the Personnel Officer's right to hire the most qualified person available to fill any vacancy.

### **2.03 Personnel Requisitions**

All requests for additional or replacement personnel shall be submitted to the Personnel Officer or Human Resources on a Personnel Requisition Form. The Personnel Requisition Form shall be completed by the initiating department and signed by the department head. All personnel requisitions shall be satisfied in accordance with the Agency's recruitment policy.

### **2.04 Announcements**

The Personnel Officer shall publish announcements which will include the position title, pay, minimum qualifications, and when and where to file applications. Employment standards stated in the announcement shall be those established for the class as approved by the Personnel Officer.

Announcements shall be considered published when they are posted on the Agency bulletin board. The Personnel Officer may publish notices of vacancies as he/she deems appropriate in order to recruit qualified applicants.

### **2.05 Qualification of Applicants**

No person shall be employed in or appointed to any position unless said person possesses the desired qualifications, education and experience prescribed for that position.

## **2.06 Submitting Applications**

Original, signed applications must be received by the Agency not later than 4:00 p.m. on the final filing date. Copies, faxes and other non-original documents will not be accepted. All employment applications submitted to the Agency shall remain in an active status for a period of twenty-four months during which time applicants will be considered for employment.

## **2.07 Incomplete Applications**

Incomplete applications may be returned to the applicant with notice to amend, provided adequate time exists.

## **2.08 Disqualification**

The Personnel Officer may disqualify an applicant for, but not limited to, the following reasons:

1. The applicant does not possess the necessary qualifications established for the position.
2. The applicant is physically or psychologically unfit for the efficient and safe performance of the position duties and such unfitness cannot be reasonably accommodated.
3. The applicant has been dismissed from previous employment for unsatisfactory performance or for misconduct.
4. The applicant has used or attempted to use any improper influence to further their employment opportunity with the Agency.
5. The applicant has been convicted of a felony or misdemeanor, which was of such a nature as to reflect adversely and substantially on the applicant's ability to perform the duties of the position.
6. The applicant has practiced or attempted to practice any deception, fraud or omission of material fact in the application or interview, or in securing eligibility for employment.

Any decision to disqualify an applicant under this subsection will be made on an individualized basis and will be based on available relevant information.

## **2.09 Offer of Employment**

Only the Personnel Officer shall extend offers of employment to selected candidates. Employment offers for all positions shall be made in writing and shall include starting pay or hourly rate. In no event shall an employment offer be made in terms of annual pay, which may imply a yearly contract. All Regular employment offers are subject to all employment contingencies including, but not limited to, a satisfactory medical and/or psychological exam, a background check and a driving record check. Regular employees hired in a safety-sensitive position are subject to pre-employment alcohol and drug screening.

## **2.10 Medical Examination**

Prospective employees shall be required to pass a physical and/or psychological examination prior to employment. A licensed physician chosen by the Agency without cost to the prospective employee shall perform such examination. The prospective employee shall be required to complete a medical history questionnaire and a medical records release to facilitate the examination. The physician will certify fitness for employment on the examination form. Appointment will be contingent on a satisfactory examination. Qualified disabled prospective employees shall be given reasonable accommodation in order to perform the essential functions of their position. If required by business necessity, existing employees may be required to submit to a physical and/or psychological examination to determine their ability to continue performing the essential functions of the job, with or without reasonable accommodations.

## **2.11 Driver's License and Satisfactory Driving Record**

All applicants seeking employment with the Agency may be required to submit as part of their application process, proof of a valid California driver's license and a copy of their driving record issued by the California Department of Motor Vehicles. If the applicant does not have a valid California driver's license or the applicant's driving record is deemed by the General Manager to be unsatisfactory, the applicant may be deemed ineligible for employment with the Agency.

## **SECTION 3 TERMS OF EMPLOYMENT**

### **3.01 Pay Schedule Adoption**

Except as otherwise provided by law, officers and employees shall receive compensation as provided in the Agency pay schedule and special compensation schedule adopted by the Governing Board of the Agency. The Governing Board shall approve all regular job descriptions for the respective classifications of positions in accordance with the terms of employment set forth in this Personnel Manual.

### **3.02 Probationary Period**

To ensure that new Regular employees are able to satisfy requirements of the position for which they were hired, the first twelve months or 2,080 working hours of employment, whichever occurs later, shall be considered the minimum probationary period for employees of the Agency. The probationary period is required as part of the testing process and shall be utilized for observing closely the employee's work.

During the probationary period an employee may be terminated at any time without cause or rights of appeal.

Employees hired in a non-regular status do not serve a probationary period, but rather are subject to removal or termination at any time, without cause and without right to appeal.

Employees promoted or transferred to another position in the Agency, shall be considered probationary employees during the first six (6) months or one thousand and forty (1,040) hours

in the new position, whichever is later. Employees failing to perform satisfactorily in the newly assigned position during the probationary period shall be returned to their former position or to a position requiring similar skill and in a similar pay range, unless terminated pursuant to disciplinary procedures.

### **3.03 Orientation**

The immediate supervisor and Human Resources will provide a brief orientation to each new employee of the Agency. The orientation will address issues such as hours of work, rest periods, pay, benefits, probationary period, performance appraisal, position descriptions, attendance, drug abuse policy, smoking policy, inoculation policy, sick leave, vacation, overtime and other basic personnel issues as directed by the Personnel Officer.

### **3.04 Attendance**

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. Hours of work will be determined by the General Manager or his/her designees and may be changed from time to time. All departments shall keep daily attendance records of employees, which shall be reported to payroll on the appropriate form. Absence without approved leave may be cause for discharge or other disciplinary action.

Employees shall make every effort to schedule personal appointments outside their working hours.

### **3.05 Performance Appraisal**

It is the policy of the Agency to evaluate employee performance on a regularly scheduled basis. The performance appraisal shall normally be conducted by the employee's immediate supervisor and shall be discussed with the employee. The employee's immediate supervisor shall carefully consider each item of the performance appraisal in relation to the duties outlined in the employee's position description.

A performance appraisal shall be completed on at least an annual basis for regular employees. Special appraisals, as needed, may be given. The immediate supervisor or department head shall review each appraisal with the employee. Employees shall receive a copy of their appraisal and the employee and supervisor shall sign the original file copy.

### **3.06 Promotion**

It is the policy of the Agency to fill authorized position vacancies with the most qualified individual available and to provide promotional opportunities for qualified employees. For the purpose of this policy, promotion shall be defined as movement to a higher classification in the pay schedule. Employees interested in promotion to a vacant position for which they are qualified shall submit an employment application to the Personnel Officer.

Employees promoted to a new position having a minimum pay higher than a five percent increase over the employee's current pay shall be placed at the minimum of the pay range in which the position is classified.

Only the Personnel Officer shall extend offers of promotion to selected candidates pursuant to Section 2.09 of this Personnel Manual.

### **3.07 Transfer**

No person shall be transferred to a position for which that person does not possess the minimum qualifications. Employees requesting a transfer shall submit a memorandum to the Personnel Officer detailing the request for transfer and reasons for the request. Upon receipt of the transfer request, the Personnel Officer will notify the employee's supervisor and/or department head. Job performance, qualification and attendance shall be evaluated to ensure the most effective use of the employee's capabilities in evaluating the transfer request. If the transfer involves a change from one department to another, both department heads must consent thereto unless the General Manager orders the transfer. The Agency may initiate employee transfers when the transfer is in the best interest of the Agency. Employees transferred to a vacant position shall serve the required probationary period in accordance with Section 3.02 of this Personnel Manual.

### **3.08 Acting In Higher Classification**

An employee designated to act in a higher classification shall receive the starting pay rate of the acting position or an extra five percent (5%) of base pay, whichever is greater, as additional compensation for time spent in the acting position. *(03/27/2019)*

Employees appointed to an "acting" position shall not acquire probationary or regular status or rights, and time spent in an "acting" position shall not contribute to the probationary period if the employee is subsequently appointed to the position.

### **3.09 Demotion**

Employees demoted at their own request shall be subject to a probationary period of six (6) months or one thousand forty (1,040) hours, whichever is later. If the employee fails to perform satisfactorily during the probationary period, the employee may be terminated in accordance with the employee termination policy.

The Agency may demote an employee whose ability to perform the required duties falls below standard or for disciplinary purposes. No employee shall be demoted to a position for which the employee does not possess the minimum qualifications. Employees demoted due to unsatisfactory performance following a promotion or transfer shall be returned to their former position and pay provided the demotion occurs during the probationary period.

### **3.10 Suspension**

The General Manager may suspend an employee, without pay, at any time for a disciplinary purpose. Department heads or immediate supervisors with the department head's concurrence may suspend a subordinate employee for not more than five (5) working days at any one time for disciplinary reasons. Intended Suspension for disciplinary reasons shall be reported immediately to the General Manager and shall be taken in accordance with Section 13 hereof.

The General Manager may suspend an employee, with pay, pending investigation of misconduct or for other legitimate reasons.

### **3.11 Reinstatement**

Employees who have resigned from Agency employment may be eligible for reinstatement to their former position or to a position with similar required skills and pay grade providing all of the following criteria are met:

1. There is a vacant position for which the employee seeks reinstatement.
2. The request for reinstatement is received within six (6) months from the date the employee resigned.
3. The former employee meets the medical and/or psychological requirements for the position and is certified fit for employment, with or without reasonable accommodation, by an Agency retained physician.
4. Performance appraisals at the time of resignation were satisfactory.
5. The former employee provided at least two (2) weeks notice upon resignation.
6. The Personnel Officer approves the reinstatement request prior to the appointment.

Former employees shall have no right to reinstatement and such reinstatement shall be at the sole discretion of the General Manager. The General Manager reserves the right to consider the restoration of pay, seniority, and other employee benefits on an individual basis and the same shall be restored at the sole discretion of the General Manager. Reinstated employees shall be required to complete a new employee probationary period.

### **3.12 Modified Duty**

Employees receiving a physician's prognosis and desiring a temporary "modified duty" assignment must submit a physician's statement authorizing "modified duty" including a detailed description of the type of work that the employee can safely perform. Such temporary "modified duty" may only be granted by the General Manager and will only be assigned after a case-by-case evaluation of the availability of a modified duty assignment through the Interactive Process. The availability and reasonableness of other accommodations will also be explored through the Interactive Process.

### **3.13 Termination**

Employees may be terminated without cause and without right of appeal at any time during a probationary period pursuant to Section 3.02. Terminations occurring during the probationary period shall be initiated by the appropriate department head and approved by the General Manager prior to notifying the employee of termination.



The Agency may discharge Regular Employees for cause, including, but not limited to misconduct and/or inadequate job performance. Employees discharged in accordance with these rules shall forfeit all employee benefits except benefits to which the employee is statutorily entitled.

Employees hired in a non-regular status do not serve a probationary period, but rather are subject to removal or termination at any time, without cause and without right to appeal.

### **3.14 Notice of Resignation**

Employees who wish to voluntarily terminate employment with the Agency shall provide a two-week minimum written notice to their immediate supervisor. The written resignation shall be forwarded immediately to Human Resources for processing. Any employee failing to provide the Agency with a minimum of two weeks written notice shall be ineligible for consideration for future employment with the Agency.

Resignation shall be deemed accepted upon submission and may not be withdrawn or rescinded without the General Manager's written authorization.

### **3.15 Employment of Relatives**

In order to assure efficiency in implementing policies of the Agency, it is necessary to restrict the employment of relatives of elected and appointed officers of the Agency and or relatives of Agency employees. For the purpose of this policy a "relative" is defined as a spouse, child, stepchild, parent, stepparent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, stepsister, stepbrother, aunt, uncle, niece, nephew, grandchild, grandparent, or registered domestic partner, regardless of their place of residence; or any other individual related by blood or marriage living within the same household as the Agency employee. Therefore, the following restrictions will apply:

1. Relatives of the General Manager and Governing Board of the Agency shall not be eligible for regular Agency employment.
2. Agency employees shall not be employed in a position which exercises supervisory authority over a relative.
3. If two (2) Agency employees become married or registered domestic partners and their employment conflicts with the provisions of this policy, and the conflict cannot be resolved by a transfer or other reasonable accommodation, the employees will be given a choice of which one will resign. If neither elects to resign, the General Manager will decide which employee must be terminated.
4. In no event shall an employee participate directly or indirectly in the recruitment or selection process for a position in which an employee's relative may have filed an official employment application.
5. *Exceptions to the above policy may be granted upon approval of the Governing Board upon recommendation of the Administrative Committee. (01/22/2014)*

### **3.16 Dress and Appearance**

Appearance is one of the most important factors in creating a positive professional image for the Agency. All employees are expected to use good judgment and taste in matters of personal grooming and dress in consideration of the image presented to visitors, vendors, business associates, the governing body, and the general public. Clothing should be appropriately sized, laundered, mended/altered, and pressed. Personal grooming should project a neat, clean appearance. Personal hygiene habits should result in a clean, non-offensive appearance and presence. All employees are provided with the Agency *Dress and Appearance Policy*.

The Agency supplies shirts with the Agency logo to all employees which may be worn in the workplace. Agency uniforms or other Agency issued apparel may not be worn off duty except during the commute to or from work, and Agency branded apparel may not be worn in bars or other places where alcoholic beverages are being consumed unless the employee is on duty and is performing Agency services at the location in question or is on an authorized meal break.

### **3.17 Uniforms, Personal Protective Equipment, and Safety Footwear Allowance**

The Agency provides uniforms (cotton uniforms upon request) and laundry service for each field and laboratory employee. The Agency will provide OSHA and Agency approved *personal protective equipment* for employees required to wear *safety-toe footwear* (safety shoes/boots) in the course of employment. An annual limit of \$225 is established for footwear. BBARWA will replace footwear damaged on the job or in the course of employment upon approval of the employee's immediate supervisor. Shirts, pants, and overalls are rented from and laundered by a uniform supplier. Jackets and tee shirts are purchased by the Agency. The Agency purchases snow boots and inclement weather gear for each employee. Other equipment such as safety goggles, gloves, hard hats, tools, etc. may be provided to each employee who requires such equipment in the performance of his/her job. (03/26/2014)

Agency employees may not use their uniforms, boots, overalls, jackets, or equipment provided by the Agency for personal use. Damage caused by abuse to these items shall be repaired at the employee's expense. Agency uniforms or other Agency supplied apparel may not be worn off duty except during the commute to or from work. Agency uniforms may not be worn in bars or other places where alcoholic beverages are being consumed unless the employee is on duty and is performing Agency services at the location in question or is on an authorized meal break.

All unserviceable uniforms, work/tee shirts, boots, and equipment shall be returned to the department head prior to issuance of new uniforms, work/tee shirts, boots and equipment.

Uniforms and equipment must be returned to the Agency upon termination.

### **3.18 Equipment and Property**

All Agency property whether owned, leased, or rented, including equipment, autos, tools, supplies, and machines shall be used for Agency work related purposes only except, upon prior authorization of the General Manager.

### **3.19 Identification Cards**

Employee identification cards shall be issued to all employees of the Agency. Employee identification cards are to be used by employees in conducting business on behalf of the Agency. Employee identification cards are the property of the Agency and shall be surrendered to the Agency upon termination of employment. Employees shall be required to immediately report lost or stolen identification cards to Human Resources. Employee identification cards shall not be duplicated or loaned.

### **3.20 Keys and Security Codes**

Keys to Agency facilities and related security access codes will be issued to employees so designated by the General Manager. Keys are the property of the Agency and shall be surrendered to the Agency upon termination of employment. Employees shall be required to immediately report lost or stolen keys to the Administrative Office. Keys to Agency facilities and related security access codes shall not be duplicated, loaned, or disclosed without the approval of the General Manager.

### **3.21 Use of Agency Phones**

Employees shall not use Agency phones for other than necessary or emergency personal phone calls to the local area. Employees shall not use Agency phones for any personal call incurring a toll charge, except with prior approval of their department head or by using the employee's personal phone card.

### **3.22 Bulletin Boards**

All bulletin boards, unless otherwise designated, are the property of the Agency and shall display only those notices approved by the Agency. All requests to use Agency bulletin boards shall be made in writing to the Personnel Officer prior to posting any materials.

Employees are prohibited from posting unapproved notices on Agency bulletin boards. Employees are prohibited from displaying posters, notices, memos or other written or printed material on walls, doors, windows, furniture or other property belonging to the Agency. Employees displaying unapproved materials on Agency premises shall be subject to disciplinary action in accordance with the provisions of these rules. All bulletin boards shall be equally divided between Agency and employees.

### **3.23 Political Activity**

Political activities of officers and employees of the Agency while on duty and/or on the premises of the Agency are prohibited. In accordance with the California Government Code the following shall be prohibited.

1. An officer or employee of the Agency shall not, directly or indirectly, solicit political funds or contributions, knowingly, from other officers or employees of the Agency or from persons on the employment lists of the Agency. (Government Code Section 3205).

2. No officer or employee of the Agency shall participate in political activities of any kind while in uniform. (Government Code Section 3206).
3. No officer or employee of the Agency shall engage in political activity during working hours. (Government Code Section 3207).
4. No signs, posters, or other political advertising materials shall be posted upon public property at any time.

### **3.24 Visitor Policy**

No visitors, including family members or friends, will be allowed in any department before 7:00 a.m. or after 10:00 p.m., without the approval of the department head.

No visitors, including family members, friends, or members of the general public will be allowed to stay overnight in any portion of any facility without the approval of the General Manager.

Groups of visitors who wish to make a tour of the facilities, are welcome. Arrangements for such tours must be made with the management in advance. No visitor is allowed to break rules affecting safety, and any employee witnessing such should immediately inform the management.

### **3.25 Alcohol and Drug Policy**

It is policy of the Agency to prohibit its employees from using alcohol or drugs in connection with their employment as it constitutes a threat to the safe and efficient performance of our public service.

With this in mind, the Agency has established the following policy with regard to use, being under the influence, possession, distribution, or manufacture of alcohol or drugs.

1. Reasonable Suspicion Drug and Alcohol Screening

The Agency may require a blood test, urinalysis, or other drug, and/or alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol at work or when on standby duty. An employee's consent to submit to such a test is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, up to and including termination for even a first refusal or any subsequent refusal. The employees will have the option to choose from all available tests, but must submit to one.

2. Use, being under the influence, possession, distribution or manufacture of drugs or alcohol.

- A) Alcohol

Use or being under the influence of alcohol by any employee while performing Agency business, while on Agency property or while on standby is prohibited to the extent that it may affect the safety of the

employee, coworkers or members of the public, the employee's job performance, or the safe or efficient operation of Agency business.

B) Legal Drugs

Use of or being under the influence of any legally obtained drug by any employee while performing Agency business, while on Agency property, or while on standby is prohibited to the extent such use or influence may affect the safety of the employee, coworkers, members of the public, the employee's job performance, or the safe or efficient operation of Agency business. An employee may continue to work, even though under the influence of a legal drug, if management has determined, after consulting with competent medical authority, that the employee does not pose a threat to his or her own safety or the safety of coworkers and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take accrued time off or a leave of absence or comply with other appropriate action as determined by the Agency.

C) Illegal Drugs

The use, being under the influence of, manufacture, distribution, purchase, transfer, or possession of an illegal drug by an employee while on Agency property, while performing Agency business or while on standby is prohibited.

3. Employee Reporting Requirements

A) Legal Drugs

An employee's use of a legal drug can pose a significant risk to the safety of the employee or others. Employees who feel or have been informed that the use of a legal drug may present a safety risk are to report their use of such drug, without disclosing the underlying medical reason for taking the drug to their immediate supervisor. Employees who suspect that a fellow employee or others might be a safety risk must report their suspicions to their immediate supervisor for further investigation and appropriate action.

B) Illegal Drugs

Employee use of an illegal drug poses a significant risk to the safety of the employee or others. Employees who have been informed or suspect that a fellow employee has used, is in possession of, or is under the influence of

an illegal drug must report such suspicion to his/her immediate supervisor for further investigation and appropriate action.

4. Disciplinary Action

Violation of this policy can result in disciplinary action. Further, the Agency reserves the right to discipline employees convicted of an offense, which involves the use, distribution, or possession of illegal drugs.

5. Searches

The Agency reserves the right to search lockers, storage areas, furniture, Agency vehicles, and other Agency property, and to enlist the assistance of law enforcement personnel in connection with the enforcement of this policy.

6. Drug-free Workplace Designation

Any location at which Agency business is conducted is designated as a drug free workplace. All employees of the Agency are absolutely prohibited from unlawfully manufacturing, distributing dispensing, possessing, or using controlled substances in the workplace.

The Agency shall implement an education program for all employees on the dangers of drug abuse in the workplace. Additionally, the Agency will provide training to assist in identifying and addressing illegal drug use by employees. Any employee convicted of violating a criminal drug statute in any Agency workplace must inform the Agency of such conviction (including pleas of guilty and nolo contendere) within five days of the conviction occurring. Failure to inform the Agency shall result in disciplinary action up to and including termination for the first offense. By law, the Agency will notify the federal contracting officer within ten days of receiving such notice from an employee or otherwise receiving notice of such a conviction. The Agency reserves the right to offer employees convicted of violating a criminal drug statute in the workplace participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered, and accepted by the employee, then the employee must satisfactorily participate in and successfully complete the program as a condition of continued employment.

All employees of the Agency shall be required to acknowledge that they have read this policy and agree to abide by it in all respects. By law, this acknowledgment and agreement are required as a condition of continued employment.

7. Definitions

Under the influence: For the purposes of this Policy, that a drug or alcohol or the combination of a drug and alcohol affect the employee in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or

difficulty in maintaining balance. A determination of influence can be established by a professional opinion, a scientifically valid test, and, in some cases, by a layperson's opinion.

**Legal Drug:** Includes prescribed drugs and over the counter drugs, which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

**Illegal Drug:** Any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term further includes prescribed drugs not being used for prescribed purposes.

### **3.26 Smoking Policy**

Smoking is prohibited in any Agency owned or leased building or vehicle specifically utilized for the administration and operation of Agency business. Each department and division head shall be responsible for enforcing this smoking prohibition within his or her area of responsibility. Any Agency employee violating this policy will be subject to disciplinary action.

### **3.27 Safety and Health**

All employees are provided a copy of the Agency's Safety and Health Policy. In addition, employees have access to the Agency's Injury and Illness Prevention Program, as well as other safety related documents. Employees are expected to know the contents of these policies and plans and to abide by all safety rules at all times. The failure to abide by such rules constitutes grounds for disciplinary action.

## **SECTION 4 NON-REGULAR EMPLOYEES**

### **4.01 Non-Regular Employees**

Employees of the Agency designated as Non-Regular employees shall be compensated on an hourly basis as specified by the position classification in which they are assigned. Non-Regular employees are not eligible to participate in the health benefits programs of the Agency, unless the employee qualifies for membership under the Public Employees Retirement System (PERS). Non-Regular employees are not eligible for vacation, sick, and leave benefits *other than those mandated by law.* (05/27/2015)

If inconsistent or conflicting language occurs elsewhere within this Personnel Manual, Section 4 takes precedence.

Non-Regular positions may be abolished and/or replaced with Regular positions as determined by the General Manager. Non-Regular employment is at-will and may be terminated at any time without prior notice to the employee and without recourse to the grievance procedure or any other right of appeal.

## **SECTION 5 EMPLOYMENT HOURS**

### **5.01 All Employees**

The official workweek for employees regularly assigned to an eight (8) hour per workday schedule shall begin on Saturday at 12:01 a.m. and end at 12:00 p.m. on the following Friday.

The normal workday consists of eight (8) hours, with a 10-minute break during the first four hours and a 10-minute break during the second four hours of work. Employees receive a 30-minute meal period, which is not included in the eight (8) hour workday. Employees are encouraged to take their meal period and breaks and record their meal time. Employees assigned to a modified work schedule (e.g., 9/80, 4/10, etc.) by the General Manager are subject to a different workweek based on the modified schedule.

If workload demands do not allow for an uninterrupted 30-minute meal break, the employee will be paid through the meal break. Employee may be provided with a meal when working at field locations if the work does not allow sufficient break time for the employee to eat elsewhere, as determined by the job supervisor.

### **5.02 Exempt Status**

Employees designated as Exempt are not eligible for overtime pay or compensatory time for working hours over and above the normal daily work schedule. Exempt employees are entitled to administrative leave to a maximum of *eighty (80)* hours per calendar year. Exempt employees may elect to be compensated for administrative time granted but not taken at the current rate of pay. Exempt employees may accrue up to one hundred (100) hours of administrative leave. Unused administrative leave shall be paid at termination. (09/26/2018)

### **5.03 Exempt Employee Absences**

Exempt employees are paid on a salary basis and are expected to complete the number of hours necessary to meet the responsibilities of their respective jobs. Normally this will require at least 80 hours per pay period, subject to the control of the General Manager. Under the Agency's pay system, an exempt employee who is absent for personal reasons or because of illness or injury shall have his or her pay subject to reduction for such absence if the employee does not have sufficient accrued vacation, sick leave, or other paid leave to cover such period of absence.

### **5.04 Time Cards**

Non-exempt employees designated by management to utilize timekeeping requirements such as time cards, etc., shall ensure that all entries indicated thereon are accurate. No employee shall fill out the time log or punch the time card of another employee. However, administrative staff may make minor corrections when reviewing such time cards. All corrections will be initialed and reviewed with the affected employee. The affected employee will initial the correction to acknowledge his/her awareness of the correction. Falsification of such records is a serious offense and will subject the violators to disciplinary action.



Hours worked by non-exempt employees should be rounded to the nearest half-hour worked. For example, if the employee worked 14 minutes or less, round down to the nearest half-hour. If the employee worked 15 minutes or more round up to the nearest half-hour. Time cards must be completed in ink.

## **SECTION 6 COMPENSATION - PAY**

### **6.01 Compensation**

The General Manager shall be responsible for preparing and maintaining an employee compensation plan for the Big Bear Area Regional Wastewater Agency. The Governing Board of the Agency shall approve the employee compensation plan.

All employees of the Agency shall be hired at the beginning of the pay range for which the position is classified, or at a lower pay rate if deemed appropriate by the General Manager, except in the event a potential employee possesses exceptional skill, training or ability, or where exceptional recruitment difficulties are encountered, employment offers may be made at a higher rate whenever such would be in the Agency's best interest.

All employees are eligible for a pay adjustment upon completion of the probationary period, and at twelve-month intervals thereafter to the top of the pay range. A completed performance appraisal with a satisfactory or higher rating shall be required for all pay adjustments.

### **6.02 Overtime**

It is the Agency's policy to avoid overtime work whenever possible. Employees shall obtain authorization for overtime, prior to commencement of overtime, from the employee's immediate supervisor or department head. Failure to obtain such authorization may result in disciplinary action.

Employees required to work overtime are compensated at one-and-one-half (1½) times their regular hourly rate of pay for each and every hour worked in excess of a normal eight hour work day and in excess of 40 hours worked in the seven-day work week. There shall be no pyramiding of overtime for the same hours worked. Holiday, sick leave, vacation and compensatory time-off hours shall be included in the calculation of hours worked for the purpose of overtime compensation. Call-outs between the hours of 11:00 p.m. and 6:00 a.m. will be paid at two (2) times the hourly rate of pay. Hours worked in excess of 16 consecutive hours without a 6-hour break will be paid at two (2) times the hourly rate of pay.

Exempt employees are not subject to the provisions of this section.

### **6.03 Standby Compensation**

For the purpose of this policy, an employee serving in a standby status shall be defined as an employee who has been directed by an immediate supervisor or by the appropriate department head to remain readily available for possible assignment during hours in which the employee's department is not normally staffed. Employees assigned to standby status shall not be unreasonably restricted during standby assignments in the use of non-work hours nor be required to remain at a specified location for the duration of the standby assignment.

Employees assigned to standby status shall be required to advise their immediate supervisor or a designated representative of the manner in which they may be contacted during the standby assignment and shall be capable of reporting for assigned duty after being directed to do so.

Employees on standby duty will be paid two (2) hours of their base pay rate for each day (non-holiday) Monday through Friday and three (3) hours of their base pay rate for each Saturday, Sunday and BBARWA observed holiday on Monday through Friday that the employee is assigned to standby duty.

Employees called out will be paid for actual time worked on call-outs in 30-minute increments, with a minimum of one (1) hour for each applicable call-out. Time worked will be calculated based on time from home to home.

#### **6.04 Shift Differential**

Employees whose regularly scheduled work hours are between 4:30 p.m. and 8:00 a.m. may qualify for a 5% shift differential and a paid lunch period. To qualify for this shift differential, four (4) or more of an employee's regularly scheduled work hours must be between 4:30 p.m. and 8:00 a.m. This differential shall only apply to actual hours worked. This differential will not be paid for sick leave, vacation, holiday, or any other type of leave.

#### **6.05 Holiday Pay**

All non-exempt employees working on a scheduled holiday will be paid at two (2) times the base rate of pay.

#### **6.06 Longevity Pay**

Employees who have been employed with the Agency for seven or more consecutive years shall be eligible for a longevity increase up to one percent (1%) annually.

#### **6.07 Cost of Living Adjustment (COLA)**

All employees of the Agency may receive a COLA as part of a pay adjustment.

#### **6.08 Solids-Hauling Pay**

*Employees assigned to drive the Bin Truck for Solids Hauling will be paid \$34.69 per round trip as Special Assignment Pay. (03/26/2014)*

### **SECTION 7 COMPENSATION - EMPLOYEE BENEFITS**

#### **7.01 Retirement Benefit Plan**

##### **A. General Provisions**

The Agency contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees.

On September 12, 2012, Governor Brown signed into law the Public Employees' Pension Reform Act of 2012 (PEPRA) which impacts the retirement benefits that the Agency

offers through CalPERS. Among other provisions, PEPRA adopts a compulsory formula and mandatory contributions for certain employees generally hired on or after January 1, 2013 that are defined as “new members.” Pursuant to Government Code Section 7522.04(f), the term “new member”, as it applies to the Agency, refers to the following employees:

- (1) An employee who enrolls in CalPERS for the first time on or after January 1, 2013 and who has no prior membership in any other California public retirement system; or
- (2) An employee who enrolls in CalPERS for the first time on or after January 1, 2013 and who was a member of another California public retirement system prior to January 1, 2013 but who is not eligible for reciprocity pursuant to the rules of that other system; or
- (3) An employee who established CalPERS membership prior to January 1, 2013 with a different CalPERS employer, and who is hired by the Agency after January 1, 2013, after a break in service of greater than 6 months.

As a result of PEPRA, the Agency must have two tiers of retirement benefits the application of which depends on an employee’s status as a new member. Agency employees that were enrolled in CalPERS before January 1, 2013 and CalPERS-eligible employees hired on or after January 1, 2013 that are not new members, as defined above, are referred to as “Classic Members.”

## B. Tiered Pension Benefits

The monthly retirement allowance of both Classic Members and New Members is determined by age at retirement, years of service credit and final compensation. To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. There is no compulsory retirement age.

### 1. Classic Members

The retirement benefit formula for Classic Members is 2.7% @ 55. The basic benefit is the contracted formula (2.7%) times the final compensation for each year of credited service upon retirement at age 55.

The Agency pays 100% of employer portion of the costs associated with this retirement program. The employee contribution towards this retirement program is currently eight percent (8%) of PERSable compensation. Of this amount, the Agency pays three percent (3%) for the employee contribution, with the employee responsible for paying the remaining five percent (5%).

### 2. New Members

The retirement benefit formula for New Members is 2% @ 62. The basic benefit is the contracted formula (2%) times the final compensation for each year of credited service upon retirement at age 62.

As of January 1, 2013, the PERSable compensation of New Members will be capped at an amount that is set and subject to adjustment by CalPERS. In addition, the items of compensation used to determine benefits or contributions to CalPERS will be limited to those items of compensation deemed “pensionable compensation” under Government Code Section 7522.34.

New Members are required to pay for a portion of the cost of the 2% @ 62 retirement formula. This mandatory member contribution is not a fixed amount. Rather, it will be set by CalPERS based on the following formula. The mandatory contribution will be equal to the greater of 50% of the total normal costs attributable to the 2% @ 62 benefit plan, rounded to the nearest quarter of 1 percent, or the current contribution rate of similarly situated employees. The Agency will inform New Members of the amount of the mandatory employee contribution when CalPERS informs the Agency of the rate.

C. Summary

A summary of the above General Provisions and Tiered Pension Benefits is provided in the table below.

Contracted benefits with CalPERS for Miscellaneous Employees

Benefit	Classic Member(s) / Employee(s) <sup>1</sup>	New Member(s) / Employees <sup>2</sup>
Retirement Benefit Formula	2.7% @55	2.0% @62
Employer Paid Member Contribution (% of pensionable compensation)	3.0%	0.0%
Employee Paid Contribution (% of pensionable compensation)	5%	8%
Unused Sick Leave Credit	Yes	Yes
Social Security Coverage	No	No
Final Average Compensation Period	12 months	36 months
Annual Cost of Living Increase Allowance	Up to 2.0%	Up to 2.0%
Pensionable Compensation Cap	None	120% of social security wage base

<sup>1</sup> Effective January 1, 2013, the State of California modified pension benefits for new hires into the CalPERS system.

<sup>2</sup> Effective January 1, 2013, the State of California modified pension benefits for new hires into the CalPERS system.

Military Service Credit	Yes	Yes
Prior Service Credit	Yes	Yes
Death Benefits:		
Pre-Retirement		
Optional Settlement 2W	Yes	Yes
1959 Survivor Benefit (12/05/2018)	Level 4	Level 4
Post Retirement		
Lump Sum	Yes	Yes
Survivor Allowance (PRSA)	Yes	Yes
Pensionable Compensation:		
Base Pay	Yes	Yes
Special Compensation		
Uniform Allowance	Yes	No
Longevity Pay	Yes	Yes
Holiday Pay	Yes	Yes
<i>Solids-Hauling Pay</i>	Yes	Yes

Employees who are enrolled in the California Public Employees' Retirement System (CalPERS) and are placed on approved leave of absence with Agency pay shall continue to accrue length of service credit for retirement purposes for the duration of the paid leave of absence.

Employees on approved leave of absence without Agency pay shall not accrue length of service credit for retirement purpose for the duration of the leave of absence unless otherwise required by the Public Employees Retirement System (PERS).

## 7.02 Health Benefit Plan

All Regular employees and their qualified dependents shall be eligible to participate in the health, dental, and vision plans offered by the Agency. The Agency will pay, in full, all premiums for employees and dependents for designated plans. Effective January 1, 2011, in the case of health premiums, the Agency will pay premiums in an amount equal to the highest cost HMO Family Plan provided for employees and dependents for designated plans.

1. Employees shall be required to complete all benefit selections within thirty (30) days from their in-service date.
2. Employees are required to participate in the Agency's medical insurance program or show proof of coverage by a comparable insurance program. Employees who fail to provide proof of medical coverage shall be required to enroll in a health plan provided by the Agency.
3. Any portion of benefit premiums not covered by application of Agency paid premiums shall be automatically deducted from the employee's paycheck.
4. The Agency shall continue employer contributions to the employee benefit plan for those Regular employees placed on leave of absence with Agency pay, including sick leave and vacation, for the duration of the paid leave of absence. Employee contributions to such programs shall be deducted from wage payments made to the employee during the paid leave of absence. Employees of the Agency placed on approved leave of absence without Agency pay may continue to participate in the Agency's benefit programs for the duration of the leave of absence at their own expense. Agency contributions to the benefit plan shall cease on the effective date of the leave of absence without Agency pay. Employees placed on approved leave of absence without Agency pay who want to continue participation in the benefit programs must advise Human Resources in writing of their intention to do so and shall submit a check for the cost of the applicable coverage to the accounting department no later than the 10th day of the month preceding the month for which coverage is effective.
5. Employees and dependents covered by the Agency's health plan may have the right to choose and pay for continuation coverage if they lose group health coverage for certain reasons. Qualifying events may include termination of employment, reduction in hours or leave of absence, divorce or legal separation of an employee, or a dependent child who no longer meets eligibility requirements. Questions concerning COBRA qualifying events and eligibility requirements should be directed to Human Resources.
6. Employees have health plan enrollment options available for *medical benefits in retirement (OPEB)* through CalPERS when retiring from the Agency. Those options are based on eligibility criteria which include *years of service with the Agency*, separation date, retirement date, and age. If the employee enrolls in a CalPERS health plan upon CalPERS retirement from the Agency, the Agency will pay premiums for the retiree, retiree's spouse, and eligible dependents up to a maximum *allowance as shown in the table below*. (12/05/2018)

<b>Retiree Group</b>	<b>Allowance</b> <i>as of January 1, 2019</i>												
Retired prior to January 1, 2011 <i>and</i> 5 years of CalPERS service credit	An amount up to the full cost of the premium for any HMO or PPO plan offered by CalPERS for the retiree, his or her Spouse, and eligible dependents.												
Hired before January 1, 2019 <i>and</i> retired on or after January 1, 2011 <i>and</i> 5 years of CalPERS service credit	An amount up to the highest HMO health plan rate published by CalPERS on January 1 of each year for the Los Angeles Area Region for the retiree plus two or more dependents (“HMO Family Plan”).												
Hired on or after January 1, 2019 <i>and</i> 5 years of CalPERS service credit	<p>An amount up to the result of the “applicable percentage” of 90% of the highest HMO health plan rate published by CalPERS on January 1 of each year for the Los Angeles Area Region for the HMO Family Plan. The “applicable percentage” shall be based on the retiree’s years of service with the Agency as determined below:</p> <table border="0" data-bbox="560 856 1312 1283"> <thead> <tr> <th data-bbox="560 856 922 890"><u>Years of Service with the Agency</u></th> <th data-bbox="1076 856 1312 890"><u>Percentage of Benefit</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="678 940 800 968">Less than 5</td> <td data-bbox="1076 940 1312 968"><u>PEMHCA Minimum</u></td> </tr> <tr> <td data-bbox="711 1016 768 1043">5 – 9</td> <td data-bbox="1166 1016 1222 1043">25%</td> </tr> <tr> <td data-bbox="699 1094 779 1121">10 – 14</td> <td data-bbox="1166 1094 1222 1121">50%</td> </tr> <tr> <td data-bbox="699 1171 779 1199">15 – 19</td> <td data-bbox="1166 1171 1222 1199">75%</td> </tr> <tr> <td data-bbox="678 1249 800 1276">20 or more</td> <td data-bbox="1166 1249 1222 1276">100%</td> </tr> </tbody> </table> <p data-bbox="505 1331 1422 1451"><i>Illustration:</i> An individual hired on or after January 1, 2019 retires after accruing 12 years of service with the Agency. The highest HMO Family Plan is \$1,000 during her first year of retirement. The retiree’s allowance will be \$450 during this year (50% x (90% x 1,000) = \$450).</p>	<u>Years of Service with the Agency</u>	<u>Percentage of Benefit</u>	Less than 5	<u>PEMHCA Minimum</u>	5 – 9	25%	10 – 14	50%	15 – 19	75%	20 or more	100%
<u>Years of Service with the Agency</u>	<u>Percentage of Benefit</u>												
Less than 5	<u>PEMHCA Minimum</u>												
5 – 9	25%												
10 – 14	50%												
15 – 19	75%												
20 or more	100%												

The retiree is responsible for any remaining premiums. When considering retirement, the employee should contact CalPERS to determine the best way to maintain health coverage. (12/05/2018)

### 7.03 Life Insurance

The Agency shall pay the premium for a \$50,000 minimum term life insurance policy for each Regular employee. The Governing Board will determine the benefit amount of the policy. Employees may be permitted to purchase additional life insurance through the Agency Section 125 Flexible Benefit Plan. (03/26/2014)



The Agency agrees to provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the Agency.

#### **7.04 Disability Insurance**

The Agency does not participate in the California State Disability Insurance (SDI) program. Short-term and long-term disability coverage is provided through a private insurance carrier. The insurance company may provide regular income when an employee is unable to work due to an illness or injury unrelated to the employee's job. Disability insurance premiums are deducted from the employee's pay at a rate determined annually by the insurance carrier. Additional information on disability benefits is available from Human Resources.

#### **7.05 Flexible Benefit Plan**

The Agency sponsors a Section 125 Flexible Benefit Plan (also known as a cafeteria plan) whereby eligible employees may elect to purchase supplemental benefits through payroll deduction. Participants may choose among both pre-tax qualified and taxable benefits. Selection of insurance providers and the products offered shall be at the discretion of the Agency.

#### **7.06 Deferred Compensation Plan**

If an employee elects to contribute a minimum of six percent (6%) of his/her regular base pay to a Section 457 deferred compensation plan, the Agency will match contribute three percent (3%) of the employee's regular base pay. The amounts contributed by the employee and employer are based on the actual bi-weekly regular pay. In no case will the Agency contribution exceed three percent (3%) of the employee's actual bi-weekly base pay. The maximum contribution to a 457 plan is dictated by the annual limit set forth by the Internal Revenue Service.

#### **7.07 Employee Assistance Program (EAP)**

The Agency has established an Employee Assistance Program to offer employees support in assessment and resolution of personal problems that might adversely impact their work performance, health and well-being. This support can include access to resources, short-term counseling, and referral services for employees and Immediate Family members in dealing with issues generated by the stress of work, family, and life. Additional information is available from Human Resources.

#### **7.08 Wellness Program**

*The Agency has established a Wellness Program to offer opportunities and a supportive environment for employees to participate in activities that promote health awareness, encourage teamwork, bolster employee morale, and motivate employees to voluntarily adopt healthier behaviors – physical, mental, social, and financial. Details of the program are outlined in the Agency's administrative and personnel policy related to such program. Additional information is available from Human Resources. (12/07/2016)*

## **7.09 Medicare**

The earnings of all employees are covered under Medicare. The Agency pays a contribution to each employee's Medicare taxes at the current employer tax rate.

## **7.10 Social Security**

The earnings of Regular employees are not covered under Social Security. The earnings of Non-regular employees are covered under Social Security, and the Agency pays a contribution to each Non-Regular employee's Social Security (FICA) taxes at the current employer tax rate.

## **7.11 Employee Award Program**

The agency maintains an annual Awards Program.

## **7.12 Tuition Reimbursement Program**

1. Eligibility. Subject to established budget limits and prior approval, Regular non-probationary employees of the Agency shall be eligible to receive financial assistance for Management-approved courses completed at an accredited educational institution.
  - A) Courses are satisfactorily completed. (a grade of "C" or better).
  - B) Appropriate proof of successful completion is submitted to the Personnel Officer.
  - C) Course of instruction will enable the employee to perform their present duties more effectively or will prepare them for future opportunities into which they could reasonably expect promotion or transfer within the Agency.
  - D) The hours of instruction for the course do not conflict with the employee's regular work schedule unless previously approved by the General Manager.
  - E) Reimbursement is limited to a maximum of two courses per semester or quarter.

For the purpose of this policy, an accredited educational institution shall be defined as any technical, vocational, college, university, business or high school which has been accredited by a recognized governmental or professional accrediting body and has been approved by the Personnel Officer.

2. Reimbursable Expenses. Employees shall be eligible for reimbursement of tuition, textbooks, registration fees, parking fees and laboratory fees related to an approved course of instruction. The Governing Board shall establish funding for education and training annually during the budget process.

3. Non-reimbursable Expenses. Employees shall not be eligible for reimbursement of late registration penalties or fees, transportation costs, interest or any other charge not specified as reimbursable in Section 7.11.2 of these rules.
4. Application for Reimbursement. Employees who successfully complete an approved course shall submit a request for reimbursement to the Personnel Officer. Such request must include receipts for all items for which the employee wishes to be reimbursed and a copy of the final grade report with a grade of "C" or higher.

### **7.13 Workers Compensation Insurance**

All employees are covered by workers compensation insurance which provides benefits in the event of an occupational injury or illness.

### **7.14 Unemployment Insurance**

Unemployment insurance is provided in accordance with the current state and federal laws.

## **SECTION 8 LEAVE, VACATION AND HOLIDAYS**

### **8.01 Paid Holidays**

Regular employees in paid status shall be paid eight (8) hours for all approved holidays. Regular Part-time employees shall be paid for approved holidays on a pro-rata basis. Non-Regular employees do not receive paid holidays.

The following are approved paid holidays for the Agency:

1. January 1st, known as New Year's Day.
2. The third Monday in February, known as "Presidents' Day."
3. The last Monday in May, known as "Memorial Day."
4. July 4th, known as "Independence Day."
5. The first Monday in September, known as "Labor Day."
6. November 11th, known as "Veterans Day."
7. Thanksgiving Day.
8. The day after Thanksgiving Day.
9. December 25th, known as "Christmas Day."
10. And any other holidays as approved by the Governing Board.

Holidays which fall on Saturday shall be observed on the preceding Friday. Holidays which fall on Sunday shall be observed on the following Monday.

If an employee's scheduled day off falls on a paid holiday or paid additional day off, the employee must arrange with their supervisor for an alternate day off with pay during the same pay period.

### **8.02 Additional Days Off**

At the discretion of the General Manager, Finance Manager, and Plant Manager, Regular employees may receive one additional day (total of two) as an authorized day off with pay when Christmas Day and New Year's Day fall on a Tuesday through Friday. These days will not be considered holidays, but days off at straight-time pay.

If scheduled for duty on a non-holiday paid-day-off, the employee must arrange with their supervisor for an alternate day off with pay during the same pay period.

All Regular employees will receive Floating Leave Hours, (24 hours total) on January 1<sup>st</sup> each year. These days will not be considered holidays, but days off at straight-time pay.

### **8.03 Sick Leave**

1. Accrual.
  - A) Regular employees accrue sick leave for each payroll period completed, prorated on the basis of twelve (12), eight (8) hour days per year. Regular Part-time employees shall accrue such leave on a pro-rata basis. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive sick leave accumulation on a pro-rata basis.
  - B) *Non-Regular employees receive 3 days (24 hours) of sick leave with the first payroll period completed and at each anniversary date of continued employment as a Non-Regular employee. Sick leave does not accrue or carry over to subsequent years if unused. (05/27/2015)*
  - C) Earned sick leave shall be available for use the first day following the payroll period in which it is earned. In no event shall an employee be entitled to receive sick leave with pay in excess of the number of sick leave days accrued at the time of illness. An employee who has exhausted accrued sick leave and who is unable to work due to illness or injury may utilize other accumulated leave, if any. If the employee has exhausted both sick leave and vacation leave accruals, the employee may be placed on unpaid leave.
2. Use. The following are considered appropriate uses of sick leave accrual:
  - A) Employees may use accrued sick leave for personal illness or injury.

- B) An employee who is personally undergoing medical, dental, or optical treatment or examination may use accrued sick leave for required time away from work, and
  - C) Employees may use accrued sick leave for the care of an Immediate Family member illness or injury.
  - D) *As part of the Agency Wellness Program, employees may use up to 24 hours of accrued sick leave for personal wellness activities during any 12-month period. Leave may be taken in one-half hour increments with prior approval of the employee's immediate supervisor and at such time as will not impair the work schedule and efficiency of the department. Wellness leave may not be used in conjunction with other paid leave. (12/07/2016)*
3. Notice of Illness. The Agency must be notified within one-half (1/2) hour after the start of the employee's scheduled workday of an illness on the first day of absence. It is the responsibility of the employee to keep the Agency informed as to continued absence beyond the first day for reasons due to illness. Failure to make such notification may result in denial of sick leave with pay as well as disciplinary action.
  4. Illnesses during vacation leave. Employees who become ill while on approved vacation leave may request to have vacation time converted to sick leave. Approval may be conditioned on the employee presenting a doctor's certificate verifying an illness or injury. Such conversion shall require approval of the Personnel Officer.
  5. Return from sick leave. At the discretion of the Agency, employees who have been on sick leave may be required to satisfactorily complete a physical and/or psychological examination administered by an Agency retained physician or to present a statement signed by a licensed physician stating that the employee is able to resume normal duties, with or without reasonable accommodation.
  6. Misuse. Evidence substantiating the abuse and misuse of the sick leave benefit shall result in denial of paid sick leave and may result in disciplinary action.
  7. If the employee is not receiving compensation from the Agency for a period exceeding 30 consecutive calendar days, the employee stops accruing sick leave.
  8. See Section 8.06 Payment of Accrued Time for information related to accrued sick pay.

## 8.04 Vacation

All Regular employees will be entitled to the following vacation time following anniversary dates from the first day of service with the Agency:

**Regular Full-Time Employees**

Years of Service	Vacation Hours Accrued per Pay Period	Maximum Annual Vacation Hours Accrued	Maximum Hours Vacation Accrual
Date of Hire through 6th year	4.00	120.00	146.00
7th through 10th year	5.54	160.04	196.18
11th year	5.85	168.10	206.06
12th year	6.16	176.16	216.20
Years of Service	Vacation Hours Accrued per Pay Period	Maximum Annual Vacation Hours Accrued	Maximum Hours Vacation Accrual
13th year	6.46	183.96	226.08
14th year	6.78	192.28	236.22
15th year	7.08	200.08	246.10
16th year and beyond	7.39	208.14	256.24

Such vacation allowance shall be available for use on the first day following the pay period in which it is earned.

Regular Part-time employees of the Agency shall accrue vacation leave on a pro-rata basis. There shall, however, be no proration of the maximum accrual.

Vacation accrual ceases when the maximum accrual level for years of service is reached and until the maximum accrual has been reduced. Earned vacation leave may be taken in one-half hour increments with the approval of the employee's immediate supervisor and at such time as will not impair the work schedule and efficiency of the department. Should employee vacation requests conflict with staffing requirements, supervisors shall arrange a mutually acceptable vacation schedule based on length of employee service and the order in which employee vacation requests were submitted.

If the employee is not receiving compensation from the Agency for a period exceeding 30 consecutive calendar days, the employee stops accruing vacation leave.

Please see Section 8.06 Payment of Accrued Time for information related to accrued vacation pay.

**8.05 Compensatory Time**

A non-exempt employee may elect to accrue compensatory time in lieu of overtime pay. Those employees eligible for compensatory time accrual may accrue such time to a maximum of *one hundred twenty (120)* hours. Compensatory time shall be calculated at the applicable rate for the number of overtime hours worked. Compensatory time earned must be reported on the employee's time card and submitted to the payroll department. Compensatory time used shall also be reported on the employee's time card and submitted to the payroll department. (04/27/2016)

Employees shall be encouraged to use compensatory time as quickly as possible depending on the workload of the assigned department. Please see Section 8.06 Payment of Accrued Time for information related to accrued compensatory pay.

**8.06 Payment of Accrued Time**

Agency employees are eligible for payment of accrued vacation time, accrued compensatory time, and accrued sick time at separation and on a quarterly basis during employment (*payment of accrued administrative leave is limited to Exempt employees and is addressed in Section 5.02*). At separation, the Agency will pay the employee for accrued time at the employee's final base pay as outlined in the chart below, provided that the separation is voluntary. If separation is involuntary, accrued sick time will be ineligible for payment by the Agency. Involuntary separation includes termination for cause or resignation in lieu of termination.

Employees are eligible for quarterly payment of accrued time during employment. Quarterly payment of accrued vacation and sick time will be limited to the amount of accrued vacation and sick time in excess of 360 hours (on a combined basis) at the time the request is submitted. A form (the Payment of Accrued Time form) shall be submitted by the employee prior to each March 31, June 30, September 30 and December 31 to request payment of accrued time. Payment will be included in the employee's paycheck for the first payroll period ending after the calendar quarter in which the Payment of Accrued Time form was submitted.

Payment of Accrued Time

Accrued Time	Payment at Separation	Quarterly Payment During Employment	Requirements
Vacation	100% of Accrued Time	Not to exceed 24 hours during any 12-month period.	Payment is limited to the amount of accrued vacation and sick time in excess of 360 hours (on a combined basis).
Sick	50% of Accrued Time payable at full base pay rate (a)	Accrued Time payable at 50% of base pay rate	Payment is limited to the amount of accrued vacation and sick time in excess of 360 hours (on a combined basis). Five years of service.
Compensatory	100% of Accrued Time	100% of Accrued Time	None

(a) Payment at separation will occur only if separation in on a voluntary basis and the employee has completed five years of service. There will be no payment of accrued sick time if separation is involuntary.

**8.07 Bereavement Leave**

When a death of a *family relative* of a Regular employee occurs, the Agency will grant the employee up to three (3) consecutive workdays off with pay. The employee may use accrued time for additional leave, with the supervisor's approval. (05/27/2015)

### **8.08 Voting**

The Agency encourages eligible employees to register and vote in all federal, state and local elections. Employees of the Agency are expected to vote prior to or following the assigned working hours. However, the Agency will consider time off with pay to participate in federal, state and local elections in certain circumstances.

Employees having two or more consecutive non-working hours following the opening or preceding the close of polls will not be granted time off with pay to vote. Employees having less than two consecutive non-working hours following the opening or preceding the close of polls may be granted sufficient time off with pay to vote. In order to receive paid time off to vote, the employee must provide a written request for such time and must obtain written approval from the employee's department head. Requests must be made in writing and must be received at least three days prior to Election Day. The Personnel Officer shall be notified prior to approval of paid time off for voting. In no event shall an employee receive more than two hours paid absence for the purpose of voting. Voting time with pay shall be taken immediately prior to the beginning or the completion of the employee's scheduled workday. Paid absence for the purpose of voting shall be in accordance with section 14400 of the California Elections Code.

### **8.09 Jury Duty**

Every regular employee of the Agency who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the Agency during the period of such service or while necessarily being present in court as a result of such call. An employee serving as a juror may receive up to two weeks paid leave during the time of service. The employee shall be expected to report to work during those normal working hours in which the employee is not required to be present as a juror. Any compensation received from the court shall be reported to the Agency and the employee's normal pay shall be lowered by the amount of pay received for jury duty. Jury service beyond two weeks shall be unpaid by the Agency.

### **8.10 Military Leave**

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

### **8.11 Family/Medical and Pregnancy Disability/Transfer Policy**

Under the Federal Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act of 1993 ("CFRA"), if an employee has more than 12 months of service with Agency and has worked at least 1,250 hours in the past 12 months, the employee may have a right to FMLA and/or CFRA leave. If eligible for such leave, the employee may be entitled to take up to 12 workweeks of unpaid, job protected leave in a 12 month period for the birth, adoption, or



foster care placement of the employee's child; for employee's own serious health condition or to care for employee's child, parent, spouse, or registered domestic partner. At either employee's or Agency's option, certain kinds of paid and unpaid leave may be substituted for family leave.

Even if employee is not eligible for FMLA and/or CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, employee is entitled to take a pregnancy disability leave ("PDL") of up to four months, depending on employee's period(s) of actual disability. If employee is also FMLA/CFRA eligible, employee has certain rights to take BOTH a PDL/FMLA leave and a CFRA leave in connection with the birth of employee's child.

When medically necessary, leave may be taken on an intermittent or a reduced work schedule. If employee is taking CFRA leave following the birth, adoption or foster care placement of a child, the basic minimum duration for such leave is two weeks, and employee must conclude the leave within one year of the birth, or placement for adoption or foster care.

If possible, employee must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for employee or of a family member). For events which are unforeseeable, employee needs to notify Agency, at least verbally, as soon as employee learns of the need for the leave. Failure to comply with these notice requirements is grounds for and may result in deferral or loss of the requested leave.

Agency may require certification from employee's health care provider before allowing employee a leave for pregnancy or employee's own serious health condition, or certification from the health care provider of employee's child, parent, spouse or registered domestic partner, who has a serious health condition, before allowing employee a leave to take care of that family member. Under certain circumstances, Agency may also require second or third opinions and a fitness for duty report prior to employee's return to work.

Where the FMLA and/or CFRA apply, Agency will continue group health plan coverage (if any) for up to a maximum of 12 weeks in any 12-month period under the same terms and conditions as applied prior to employee's leave of absence. Upon return from leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. While taking a family care or pregnancy disability leave may impact certain of employee's benefits and employee's seniority date, use of FMLA, CFRA and/or PDL leave cannot result in the loss of any employment benefit that accrued prior to the start of employee's leave of absence.

For more information and/or a copy of Agency's detailed policies regarding family and medical leave and/or pregnancy disability leave, please contact Human Resources.

## **8.12 Leave of Absence Without Agency Pay**

The General Manager, in his/her unrestricted discretion, may grant a regular employee leave of absence without Agency pay or seniority accrual, not to exceed three months. After three months, the leave of absence may be extended if so authorized. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the

position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be deemed a resignation. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.

All employees placed on approved leave of absence status without Agency pay shall not accrue credited service for pay review, vacation, and sick leave purposes for the duration of the leave of absence. Eligibility for pay review, vacation and sick leave accrual may be extended by the number of days an employee has been on approved leave of absence without Agency pay. Employees placed on approved leave of absence without Agency pay shall be responsible for all health insurance premiums, life insurance premiums, and other monthly benefit payments as prescribed by the Personnel Officer.

### **8.13 Unauthorized Leave of Absence**

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. Leaves of absence shall be authorized by the General Manager or his designees.

Nothing in this section shall limit the General Manager's authority to discipline an employee due to an unauthorized absence.

## **SECTION 9 VEHICLE OPERATION POLICY**

### **9.01 Policy**

During the course of employment with the Agency, employees may be required to operate their personal vehicles to perform their assigned duties. Because of this requirement, a valid California driver's license, a satisfactory driving record, and proof of insurance are conditions of employment with the Agency. No employee shall operate or drive any motor vehicle on behalf of the Agency unless the employee is licensed for the class of vehicle to be driven, maintains a satisfactory driving record and maintains adequate insurance.

### **9.02 Driver's License**

Employees of the Agency may be required to maintain a valid California driver's license as a condition of continued employment.

### **9.03 Driver's Record**

Employees of the Agency must possess a satisfactory driving record.

### **9.04 Motor Vehicle Insurance**

Employees whose duties may require the use of a personal vehicle while on duty must provide the Agency with proof of insurance meeting minimum state standards. Employees may not be eligible for continued employment unless their insurance coverage is verified and approved.

Agency insurance may provide secondary coverage in some circumstances, but this does not excuse Agency employees from obtaining their own vehicle insurance.

### **9.05 Commercial Driver Licensees**

Employees holding a Commercial Driver License (CDL) and performing job duties defined as Safety-Sensitive must participate in a drug and alcohol testing program per U.S. Department of Transportation (DOT) regulations. CDL drivers are subject to drug and alcohol testing which includes the following required tests: Pre-Employment, Post-Accident, Random Testing, Reasonable Suspicion, Return-to-Duty, and Follow-up.

## **SECTION 10 EXPENSE REIMBURSEMENT**

### **10.01 Travel Expenses**

The Agency shall reimburse employees and officers of the Agency for reasonable travel, lodging and other expenses directly related to the conduct of Agency business provided such expenses have been previously approved by the appropriate department head and/or the General Manager. Employees shall provide receipts for all expenses.

### **10.02 Travel Advance**

Employees traveling on Agency business may obtain funds to defray the expenses of such travel by completing a travel advance request (per diem). Employee travel advance requests shall be submitted to the department head for approval through the employee's immediate supervisor. If travel advance is requested prior to the employee leaving, a check will be issued, or in the event of an immediate/unforeseen need, petty cash may be issued. A check request must be submitted in enough time to go through the regular accounts payable process. Receipts are not necessary if per diem allowance is issued prior to the function and the employee accounts for the date, place, and business purpose of the travel.

### **10.03 Personal Automobile Travel**

Employees are not permitted to use their personal automobile in conducting Agency business without approval of the department head or General Manager. Prior to authorizing the use of a personal automobile for Agency business, the department head or General Manager shall determine the validity of the business purpose and availability of an Agency-owned vehicle.

## **SECTION 11 OUTSIDE EMPLOYMENT**

### **11.01 Authorization for Outside Employment**

Although the Agency recognizes the employee's right to engage in private and/or commercial activities outside the normal working hours, the Agency expects each employee to avoid those outside activities which are a conflict of interest or which may potentially become a conflict of interest.

Therefore, all employees interested in pursuing private and/or commercial activities outside normal working hours will be required to present a written explanation of such activities to the department head for Agency records. A copy of the written explanation shall be forwarded to the General Manager for insertion in the employee's personnel file.

### **11.02 Prohibited Activities**

Employees shall avoid outside employment activity with individuals or companies doing business with or soliciting business from the Agency. Employees shall not engage in outside employment activity which may unduly influence professional decisions, actions or judgment made on behalf of the Agency. Employees shall not engage in outside employment activity which may deprive the Agency of their time, attention and loyalty during normal working hours. Employees shall not engage in outside employment activity which may require confidential information concerning the Agency. Employees shall avoid significant financial interest in companies doing business with or soliciting business from the Agency. Employees shall not engage in outside employment activity requiring the use of Agency property, equipment or supplies. Employees shall not use Agency stationary, forms or equipment, including telephones and postage, in any capacity not directly related to the performance of assigned duties with the Agency.

### **11.03 Conflicting Activities**

Employees conducting outside activities conflicting with, compromising or reflecting unfavorably upon Agency interests shall be requested to terminate such activities. Employees continuing to conduct outside activities conflicting with, compromising or reflecting unfavorably upon Agency interests, after a request to terminate such activities, shall be subject to disciplinary action.

## **SECTION 12 POLICY AGAINST EMPLOYEE DISCRIMINATION AND HARASSMENT**

### **12.01 Policy Against Discrimination and Harassment**

The Agency condemns and prohibits discrimination and harassment of an individual because of that individual's sex, race, religious creed, color, age, national origin, ancestry, marital status, medical condition, sexual orientation, physical or mental handicap or disability, or membership in any other protected classification. Such discrimination and harassment by employees and

non-employees is not only unlawful, but it may result in high turnover, absenteeism, low morale and low productivity, and an uncomfortable work environment. Therefore, the Agency will not tolerate any such discrimination and harassment of its employees and will take affirmative steps to stop it.

## **12.02 Application**

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits and selection for training.

This policy applies to all officers, directors, and employees of the Agency, including persons working under contract for the Agency.

## **12.03 Harassment Defined**

Harassment may consist of offensive verbal, physical or visual conduct when such conduct is based on, or related to, an individual's sex and/or membership in one of the above-described protected classifications, and:

1. Submission to the offensive conduct is an explicit or implicit term or condition of employment;
2. Submission to, or rejection of, the offensive conduct forms the basis for an employment decision affecting the employee, or
3. The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Examples of what may constitute prohibited harassment include, but are not limited to, the following:

1. Kidding or joking about sex or membership in one of the protected classifications;
2. Hugs, pats and similar physical contact;
3. Assault, impeding or blocking movement, or any physical interference with normal work or movement;
4. Cartoons, posters and other materials referring to sex, or membership in one of the protected classifications;
5. Threats intended to induce sexual favors;
6. Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;

7. Degrading words or offensive terms of a sexual nature or based on the individuals membership in one of the protected classifications;
8. Prolonged staring or leering at a person, and
9. Similar conduct directed at an individual on the basis of race, color, ancestry, religious creed, handicap or disability, medical condition, age (over 40), marital status, sexual orientation or any other protected classification under applicable law.

Other examples include threats of retaliation or other reprisals; implying or actually withholding support for appointments, promotion, or transfer; change of assignment; or suggesting that a poor performance report will be prepared if requests for sexual favors are not met.

## **12.04 Reporting Procedure**

### Internal Reporting Procedure

1. If any employee believes that he or she is the victim of discrimination or harassment by coworkers, supervisors, members or their representatives, visitors, vendors or others, that employee should immediately report the incident to the General Manager. If the General Manager is involved in the reported conduct, the report should be made to the Chairman of the Governing Board.
2. In addition to reporting the incident to the Agency management, employees are encouraged to recognize the importance of informing the harasser that his/her behavior is unwelcomed, offensive, in poor taste and inappropriate.

### External Reporting Procedure

1. Any employee who believes that he or she has been the victim of sexual or other prohibited discrimination or harassment by co-workers, management, members or their representatives, visitors, vendors or others may file a complaint with the California Department of Fair Employment and Housing ("DFEH").
2. Employees may locate contact information for the DFEH in the phone book.

## **12.05 Investigation**

### Internal Investigation

1. Upon the filing of a complaint with the Agency, the employee will be provided with a copy of this policy. The General Manager is the person designated by the Agency to investigate complaints of discrimination or harassment. The General Manager may, however, delegate the investigation at his/her discretion. In the event the discrimination or harassment complaint is against the General Manager, an investigator shall be appointed by the Chairman of the Governing Board.

2. When an allegation of discrimination or harassment is made by an employee, the General Manager or other person to whom the complaint is made shall immediately prepare a report of the complaint.
3. The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of discrimination or harassment, witnesses interviewed during the investigation, the person against whom the complaint of discrimination or harassment was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of the investigation, the results shall be given to the complainant, the alleged harasser, and the General Manager (or Chairman of the Governing Board, in the event the complaint involves the General Manager).
4. All records and information relating to the investigation of any alleged discrimination or harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.
5. Based on the report and any other relevant information, the General Manager (or Chairman of the Governing Board) shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes discrimination or harassment. In making that determination, the General Manager (or Chairman of the Governing Board) shall look at the record as a whole and at the totality of the circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining of discrimination or harassment. The determination of whether discrimination or harassment occurred will be made on a case-by-case basis by the General Manager (or Chairman of the Governing Board).

#### External Investigation

1. Charges filed with the DFEH are investigated by the DFEH.

### **12.06 Remedies**

#### Internal Remedies

The Agency will take whatever corrective action is deemed necessary, including but not necessarily limited to, disciplining any individual who is believed to have violated this prohibition against discrimination or harassment. The Agency does not tolerate discrimination or harassment of any kind and will take appropriate disciplinary action whenever such discrimination or harassment is demonstrated. Any individual who engages in conduct that is contrary to this policy may be personally liable in any legal action brought against him or her.

## External Remedies

1. In the event a complaint is filed with the DFEH, and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement between the parties. If a settlement is not reached, DFEH may issue a determination on the merits of the case.
2. Where a case is not settled and the DFEH finds a violation to exist, it can prosecute the charging party's case before the Fair Employment and Housing Commission ("FEHC"). Legal remedies available through DFEH and FEHC for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job, award of a job applied for, back pay, front pay, attorney's fees, and under appropriate circumstances, actual damages and/or administrative fines.
3. In the alternative, DFEH may grant the employee permission to withdraw the case and pursue other remedies.

### **12.07 Retaliation**

No employee will be disciplined or otherwise retaliated against by an adverse action for complaining about such discrimination or harassment, for opposing prohibited conduct, or for participating in any investigation, proceeding, or hearing conducted by the Agency, DFEH, or FEHC. All employees should be informed of the discrimination or harassment complaint process and be assured of their right to file complaints without fear of reprisal. Employees should also understand the importance of reporting incidents promptly to assure that further incidents do not occur.

## **SECTION 13 EMPLOYEE CONDUCT AND DISCIPLINE**

### **13.01 Procedure**

Discipline shall be administered in a fair and consistent manner and without regard to race, color, ancestry, religious creed, handicap or disability, medical condition, age (over 40), marital status, sexual orientation, or any other protected classification under applicable law. Exempt employees shall not be subject to disciplinary action that would invalidate their exempt status.

### **13.02 Misconduct Charges**

Disciplinary action, up to and including discharge, may be imposed for behavior including, but not limited to, the following:



1. Fraud or deception in securing employment including, but not limited to, giving false or misleading information on an application form or interview;
2. Using an official position or office for personal gain or advantage;
3. Accepting favors or gratuities for services required or performed on the job;
4. Disclosing confidential information;
5. Using or possessing Agency time, property and/or equipment without authorization;
6. Intentional or negligent destruction of Agency property or equipment;
7. Misconduct, on or off the job, seriously reflecting on the Agency or its image within the community;
8. Using abusive or obscene language; fighting; rude or inappropriate behavior;
9. Commission of a public offense involving moral turpitude reflecting upon the Agency;
10. Incompetence or inefficiency, such as failing to successfully complete assignments;
11. Misusing or failing to use delegated authority in the performance of duties;
12. Personal appearance not appropriate for the job in terms of job safety standards;
13. Failure to carry out assigned work or supervisory responsibilities adequately, directly or promptly;
14. Inattention to or dereliction of duty;
15. Loss of required motor vehicle operator's license or other license or certification required to perform the duties of an employee's position;
16. Unexcused, excessive or patterned absenteeism;
17. Failure to make reasonable effort to notify supervisor of inability to report to work;
18. Leaving assigned work location without proper approval or appropriate reason;
19. Frequent and unexcused tardiness;
20. Sleeping on the job;
21. Taking too long for lunch or rest periods;

22. Refusal to perform reasonable work assignments or to cooperate with supervisors or management in the performance of duties (insubordination);
23. Failure to cooperate with other employees or the public, in the line of duty;
24. Frequent and continually disrupting the work of other employees;
25. Using threats or attempting to harm another employee or the public in the line of duty;
26. Making false, vicious, or malicious statements concerning any employee, or concerning Agency government or management;
27. Possession of weapons, including but not limited to, firearms or knives, on Agency property, or while performing Agency business or duties;
28. Actions on the job intended to destroy property or to inflict bodily injury (whether or not the destruction or injury actually occurs);
29. Failure to rectify unsanitary conditions;
30. Gambling while on duty, on Agency property or while using Agency equipment;
31. Operating or conducting, organized gambling for profit on the job, on Agency property or using Agency equipment;
32. Failure to pay just debts or to make reasonable provision therefore, whenever such failure causes repeated garnishment of the employee's wages;
33. Conduct unbecoming an officer or employee of the Agency;
34. Inexcusable absence without leave;
35. Abuse of sick leave;
36. Failure to maintain satisfactory and harmonious working relationships with the public or fellow employees;
37. Discrimination against another employee on the basis of race, religion, age, sex, national origin or other protected class;
38. Harassment of other employees;
39. Willful failure to follow the chain of command;
40. Violation of the provisions set forth in this Personnel Manual;
41. Reprisal or retaliation because of an employee's filing of a grievance or a discrimination or harassment complaint or for engaging in other lawful action;

42. Failure to perform the minimum requirements for the position;
43. Failure to exercise good judgment in connection with the requirements of the position held by the employee;
44. Drinking alcoholic beverages or consuming illegal drugs, or being under the influence of either, on the job site or during the work period;
45. Possession, transportation, distribution, receipt, sale, purchase or arranging for the sale or distribution of illegal drugs or legally controlled drugs not being used for prescribed purposes;
46. The failure to consent to an examination or a test to determine the level of drugs or alcohol in the blood;
47. The falsifying or otherwise tampering with urine, blood, breath or other such samples taken to determine the level of drugs or alcohol in the blood;
48. Operating Agency vehicles or other equipment while under the influence of any alcoholic beverage or any drug or drugs or narcotic which will impair operative capability;
49. Operating Agency equipment or vehicles unsafely or carelessly;
50. Causing or contributing to an accident by operating Agency equipment in an unsafe manner;
51. Violating Federal, State, or local laws or safety rules or practices which endanger the employee or others or which damages Agency property or equipment or willful failure to use safety equipment or refusal to comply with safety rules;
52. Playing tricks or jokes, or engaging in horseplay on the job which may lead to physical injury to employees or others, or damage to equipment or property;
53. Failure to report on the job injuries;
54. Soliciting, accepting, or offering a bribe;
55. Theft or aiding or encouraging the theft of cash, or Agency property or equipment;
56. Intentionally falsifying or destroying, without proper authorization, Agency records;
57. Unauthorized possession, control and/or duplication of Agency records, regardless of physical form or characteristics;
58. Deliberately withholding information related to work from supervisors or others requiring the information;

59. Falsifying time reports, mileage reports, expense accounts or other work oriented documents, falsely claiming sick or allowed pay, falsifying reasons for absence;
60. Failure to pay amounts due to the Agency;
61. Failure to hire eligibles, or to promote, train, or apply disciplinary actions equally to employees regardless of race, national origin, sex, age, religion, or physical handicap (not related to job performance), and
62. Making derogatory racial, ethnic or sexist remarks in the presence of the public or other employees while on duty.

### **13.03 Major Discipline**

1. Pre-disciplinary hearings:
  - A) Prior to the imposition of a major disciplinary action, which shall consist of an unpaid suspension of six (6) or more days, demotion, reduction in pay of one (1) month or more, or discharge, all regular employees shall be presented with a written Notice of Proposed Disciplinary Action informing the employee as to his/her right to a pre-disciplinary hearing.
  - B) The Notice of Proposed Disciplinary Action shall include:
    - i. A description of the discipline proposed;
    - ii. A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken and a statement of any employer rules, regulations, etc. or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling evaluations or other relevant actions which support the action proposed;
    - iii. Copies of any documents relied upon in reaching a decision to propose the discipline action, and
    - iv. A statement advising the employee that he/she may respond to the General Manager, or his/her designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the General Manager, and the last date upon which a response may be made.
  - C) The employee shall have five (5) working days from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. Upon a showing of good cause, the Agency may extend the time for response beyond five (5) working days. In responding, either

orally or in writing the employee may designate a representative to assist in the presentation of the response.

- D) In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment, and meet with the General Manager or his/her designee.
- E) During this meeting the employee, or the employee's representative, may present any reasons why the employee feels that the proposed action is not proper. The General Manager or his/her designee shall listen to the employee's presentation, but shall not present any evidence on behalf of the Agency, nor shall either party present witnesses for examination at this time.
- F) A written response must be received in the office of the General Manager no later than 4:00 p.m. on the last day given to respond.
- G) The General Manager or his/her designee shall take the employee's timely response into consideration and shall make a determination as to whether or not the proposed action, a different action, or no action shall be taken.
- H) Failure by the employee, or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.

2. Right to Appeal:

- A) Any regular employee shall have the right to appeal any major disciplinary action which shall consist of suspension of six (6) or more days, a demotion, a reduction in pay of one (1) month or more, or discharge.
- B) Requests for appeal shall be made in writing, signed by the employee and filed with the Personnel Officer within five (5) working days of the effective date of the action complained of.
- C) At its next regular meeting following receipt of a notice of appeal from the decision of the General Manager or his/her designee, the Governing Board may appoint a Hearing Officer, Appeal Board, or Committee of the Governing Board to hear the appeal and recommend a decision which it shall certify to the Governing Board, or the Governing Board may hear the appeal. Hearings shall be closed unless an open hearing is requested by the employee filing the appeal.
- D) The Personnel Officer shall notify the employee and the General Manager or other officer from whose action the appeal is being taken of the date, time and place, of the hearing and, if the appeal is to be heard by the Governing Board or a Governing Board Committee, shall publicly post at such places as the Governing Board shall prescribe, a notice of the date, time and place of the hearing.

- E) In the case of an appeal to be heard by the Governing Board or a committee of the Governing Board, as a condition to holding a closed session on a specific complaints or charges brought against an employee by another person or employee, the employee shall be given written notice of his or her right to have the complaints or charges heard in an open session rather than a closed session, which notice shall be delivered to the employee personally or by mail at least 24 hours before the time for holding the session.
- F) The employee shall appear personally before the Governing Board, Governing Board Committee, Hearing Officer or Appeal Board at the hearing and may be represented by Counsel of his/her choice. In the event that the employee fails to personally appear, the appeal shall be deemed waived.
- G) All parties and witnesses to be heard at the hearing shall be sworn and shall testify under oath. The hearing shall not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be admitted, but it may not be the sole basis upon which a finding is made.
- H) Upon conclusion of a hearing not conducted by the Governing Board, the Officer, Appeal Board, or Governing Board Committee shall cause its findings and recommendations to be prepared in writing and shall certify the same to the Governing Board within twenty (20) working days following the conclusion of the hearing.
- I) The Personnel Officer shall deliver a certified copy of such findings and recommendations of the Governing Board Committee, Hearing Officer or Appeal Board to the Governing Board and to any other officer or employee affected by such findings and recommendations or from whose action the appeal was taken. The Governing Board may then adopt, reject or modify such recommendations, including an increase in the recommended disciplinary action. Findings may be modified only upon a showing by the Governing Board that such modification is supported by appropriate evidence in the hearing record. The decision of the Governing Board shall be final for all purposes.

#### **13.04 Minor Discipline**

In the case of minor discipline, which shall consist of suspension of five (5) days or less, reduction of pay of less than one (1) month, and written reprimand, a regular employee shall be afforded the following:

1. Notice of Proposed Disciplinary Action, which shall include:
  - A) A description of the discipline proposed;
  - B) A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken and a statement of any employer rules, regulations, etc. or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling, evaluations or other relevant actions which support the action proposed;
  - C) Copies of any documents relied upon in reaching a decision to propose the disciplinary action, and
  - D) A statement advising the employee that he/she may respond to the General Manager or his/her designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the General Manager, and the last date upon which a response may be made.
2. The employee shall have five (5) working days from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. Upon a showing of good cause, the Agency may extend the time for response beyond five (5) working days. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.
  - A) In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment and meet with the General Manager or his/her designee.
  - B) During this meeting, the Agency official imposing the discipline and the employee, or their respective representatives, may present oral argument and documentary evidence in support of their positions; however, neither party shall be permitted to call and examine witnesses.
  - C) A written response must be received in the office of the General Manager no later than 4:00 p.m. on the last day given to respond.
  - D) The General Manager or his/her designee shall take the employee's timely response into consideration and shall make a determination as to whether or not the proposed action, a different action, or no action shall be taken.
3. Failure by the employee, or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.

4. In the case of minor discipline, no right of appeal is provided, except for the right to respond as set forth in Section 2, above.

## **SECTION 14 GRIEVANCE PROCEDURE**

### **14.01 Policy**

The Big Bear Area Regional Wastewater Agency has established a grievance procedure. Grievances are defined in Section 1.08 of these policies and procedures. Employees of the Agency shall be required to comply with the procedures set forth regarding items, which are grievable under these policies.

Employees of the Agency who pursue grievances according to the provisions of the Agency Grievance Policy and Procedure shall be free of harassment or retaliation by fellow employees, supervisors and administration.

### **14.02 Right to File Grievance**

The steps of the grievance procedure are as follows:

1. Grievances must be submitted in writing to the employee's Department Head within five (5) working days of the occurrence of the event giving rise thereto. The Department Head shall make such investigation of the facts and issues as is warranted under the circumstances and shall make a written determination within five (5) working days of receipt of the grievance.
2. If the employee is dissatisfied with the determination of the Department Head, the employee shall, within two (2) working days of receipt of the Department Head's determination, notify the Department Head and the General Manager of the employee's desire to appeal such determination. Said notice shall be in writing.
3. The General Manager, or his/her designee, shall arrange and conduct a meeting with the employee and the Department Head. At such meeting, discussion shall be limited to the issues raised in the initial grievance complaint and an earnest effort shall be made to resolve the problem.
4. Following the meeting, the General Manager shall issue a statement of his/her conclusions and findings. The decision of the General Manager shall be final.



## **SECTION 15 LAYOFF POLICY AND PROCEDURE**

### **15.01 Policy**

Whenever, in the judgment of the General Manager, it becomes necessary, either in the interest of economy, because the necessity for a position no longer exists, or for other legitimate reasons, any position may be abolished in the services; and the employee holding such position may be laid off or demoted without disciplinary action being taken and without the right of appeal unless otherwise required by law.

### **15.02 Order of Layoff**

The order of layoff or demotion of employees shall be established by the Personnel Officer upon the recommendation of the Department Head involved. The Personnel Officer shall take into consideration the job performance, skills, ability, and length of service of employees in preparing a recommended layoff or demotion list; provided, however, that no Regular employee shall be laid off from his/her position in any department while any Non-Regular employee is serving in the same class in that department unless the Regular employee does not possess the same level of skill or ability that is possessed by a Non-Regular employee.

### **15.03 Reemployment List**

The names of regular and probationary employees laid off or demoted in lieu of layoff shall be placed upon reemployment lists for six months for those classes requiring basically the same qualifications, duties and responsibilities of the class from which layoff or demotion in lieu of layoff was made.

## SECTION 16 MANUAL REVISIONS

Date	Section	Summary of Changes
January 22, 2014	3.15 Employment of Relatives	Add <a href="#">sub-item 5</a> .
March 26, 2014	1.08 Definition of Terms	Add <a href="#">Bin Truck</a> and <a href="#">Solids Hauling</a>
March 26, 2014	3.17 Uniforms, Personal Protective Equipment, and Safety Footwear Allowance	Revise annual limit for <a href="#">safety-toe footwear to \$225</a>
March 26, 2014	SECTION 6 COMPENSATION	Add <a href="#">6.08 Solids-Hauling Pay</a>
March 26, 2014	7.03 Life Insurance	Revise <a href="#">Life Insurance</a> benefit to \$50,000
May 27, 2015	4.01 Non-Regular Employees <a href="#">8.03 Sick Leave</a>	Add sick leave benefits for Non-Regular employees as mandated by law
May 27, 2015	<a href="#">8.07 Bereavement Leave</a>	Revise Immediate Family to “family relative”
April 24, 2016	<a href="#">8.05 Compensatory Time</a>	Revise maximum accrual to 120 hours
December 7, 2016	SECTION 7 COMPENSATION – EMPLOYEE BENEFITS	Add <a href="#">7.08 Wellness Program</a>
December 7, 2016	SECTION 8 LEAVE, VACATION AND HOLIDAYS	Add <a href="#">8.03 2.D) Sick Leave Use</a>
September 26, 2018	<a href="#">5.02 Exempt Status</a>	Revise administrative leave to 80 hours per calendar year
December 5, 2018	<a href="#">7.01 1959 Survivor Benefit</a> <a href="#">7.02 Health Benefit Plan</a>	Change from Level 3 to Level 4 Revise Health Benefit in Retirement
March 27, 2019	<a href="#">3.08 Acting In Higher Classification</a>	Revise compensation for acting in a higher classification