



City of Big Bear Lake, Department of Water and Power

POLICY

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Policy #2018-02

Benefits and Working Conditions for Employees

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# BENEFITS AND WORKING CONDITIONS FOR EMPLOYEES

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The following provisions apply to all employees at DWP, with each category of employees having its respective section within the document of Exempt and Full-Time Regular Employees, Part-Time Regular Employees, and Temporary Employees. The sections for Full-Time Regular Employees and Part-Time Regular Employees are intended to provide benefits and working conditions for employees during their Initial Probationary Period, except where limited by probationary status.

## **SECTION A. DEFINITIONS**

Active Duty – The time when an employee is completing a DWP assigned task.

Anniversary Date – The Anniversary of the Employee’s date of hire to a Regular Position.

At-Will – An employee who works at the will of the DWP with no Skelly rights to his or her position.

Call-Back – A DWP assigned task that requires work outside of normal working hours and occurs when the employee is not assigned to Standby Duty.

Eligible Dependents – Dependents of an employee who meets the IRS or Affordable Care Act definition of dependent, as applicable.

Evaluation Date – The date which an employee receives his or her evaluation and may be eligible for a step increase. The Evaluation date may change if the employee receives a promotion or their probationary period is extended.

Exempt Employee – A DWP employee who, based on duties performed and manner of compensation, shall be exempt from the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions.

Field Employee – An employee who primarily works outside of the DWP main office in all weather conditions.

Full Participants – Those employees who are recipients of the DWP employee benefits program for medical, dental, vision and DWP provided life insurance. Full Participants are employees who do not receive any cafeteria allowance.

Full-Time Regular Employee – A DWP employee who has been appointed to a Regular Position and works on average 30 or more hours per week measured over a 12 month period.

Grievance – Any dispute that involves the interpretation or application of any provision of DWP policy. Written reprimands are not subject to Grievance Procedures.

Initial Probationary Period – The period of time after the initial appointment of the employee when the employment status of the probationary employee remains At-Will.

Leave Time – Time taken off work that is compensated due to the use of different types of leave. Leave types are: Sick Leave, Vacation Leave, Comp Time, Personal Leave, Holiday, Paid Time Off (Part-Time and Temporary Employees), and Bereavement Leave.

Non-Field Employee – An employee who primarily works at the DWP main office, but routinely works in the field for various tasks.

Non-Standard Schedule – A schedule that includes any days of the week and includes Weekend work.

Normal Hourly Rate – An employee’s basic hourly rate of pay pursuant to the salary schedule approved by the Board of Commissioners, plus longevity pay that is included in the employee’s hourly pay rate, if applicable.

Office Employee – An employee who primarily works at the DWP main office.

Overtime – Hours worked in excess of 40 hours per Work Week. Leave Time counts toward hours worked.

Part-Time Regular Employee – A DWP employee who has been appointed to a Regular Position and works on average less than 30 hours per week measured over a 12 month period.

Prorated – The act of applying a proportional ratio based on the percentage of 2080 hours per year compared to the Part-Time employee hours worked in a 12-month period. For the purposes of this document, the term Prorated is applied to benefits. For example, an employee who works 1040 hours per year would have a Prorated amount of 50%. The Prorated amount for Tuition Reimbursement for this example would be 50% of the \$2,250, which is \$1,125.

Regular Employee – An employee appointed to a Regular Position whether it is Full-Time or Part-Time upon completion of probation

Regular Position – An appointed position that requires year-round duty.

Regular Rate of Pay – An employee’s regular rate of pay as defined by the Fair Labor Standards Act of 1938 (FLSA).

Standard Schedule – The schedule with regularly scheduled days of work Monday, Tuesday, Wednesday, Thursday, and Friday.

Standby Call – A DWP assigned task that requires work outside of normal working hours while on Standby Duty.

Standby Duty – A rotating assignment to provide after-hours service to the DWP’s customers or provide non-routine service to the DWP’s water systems.

Standby Pay – An allowance paid to an employee on Standby Duty as readiness-to-serve compensation. Standby pay is determined using hours as a factor however, the hours used to calculate in Standby Pay do not count toward hours worked.

Temporary Employee – An employee who has not been appointed to a Regular Position and is employed for a specified period of time or to fulfill a role that is not long term. An example would be an employee who is hired to conduct routine tasks so experienced employees may focus on a special task or conduct weed abatement at DWP facilities. This type of Temporary

Employee is typically given a myriad of tasks by supervisors. Another example would be an employee who is filling in during the absence of a regular DWP employee who may or may not have a determined return date. If a Temporary Employee's term meets the legal requirements to be offered medical coverage, then the employee will be offered a modified benefits package.

Variable Schedule – Scheduled work time varies from week to week as needed by the DWP.

Weekend – The two days off per week that may vary depending on the schedule. Employees on a Standard Schedule have Saturday and Sunday as their Weekend. Employees on a Non-Standard Schedule may have any combination of two regularly scheduled days off as his or her Weekend.

Work Week – The DWP Work Week for payroll purposes is 12:00 AM Saturday through 11:59 PM on Friday.



## **SECTION B. EXEMPT AND FULL-TIME REGULAR HOURLY EMPLOYEES**

### **1. PROBATIONARY PERIOD**

#### **a. New Hires**

The Initial Probationary Period for new hires is ten (10) months and may be extended up to one full 10 month term, based on performance and at the discretion of the General Manager. During probation, employees are At-Will.

#### **b. Transfers & Promotions**

Employees transferred laterally to a similar or less paying position shall not be required to serve a probationary period and shall maintain their Evaluation Date.

For employee promotions, probation shall be for six (6) months. Employees promoted to a classification in which they received out of class pay within the preceding 12 months, shall have their time working out of class be applied to the probationary period subject to the employee receiving at least an overall rating of satisfactory or better in his or her most recent annual performance review.

Employees who are promoted but do not pass probation for the promoted position may be moved back to their previous position (or equivalent) at their previous rate of pay and their previous Evaluation Date.

### **2. EVALUATIONS, WAGES, & SALARY**

#### **a. Evaluations**

##### *i. New Hire*

Newly appointed employees will receive a mid-probation evaluation upon completion of 5 months of service to provide feedback to the employee, but this mid-probation evaluation does not make the employee eligible for a pay increase. Employees will receive an evaluation at the end of the ten-month Initial Probationary Period and at that point will either have their probation extended or complete probation. After an employee completes probation as a new hire, evaluations are given annually. Employees will receive an evaluation immediately prior to the Evaluation Date. When an employee's probation is extended, the employee will be given an evaluation at the end of the extended probation. The date which that evaluation is given will become the Evaluation Date.

## ***ii. Promotions***

Promoted employees will be given a probationary evaluation at the end of the six month promotion probationary period. If the employee successfully completes probation, then the employee may be eligible for a step increase one year after his or her promotion (his or her new Evaluation Date). The end of the probationary period will not result in a salary adjustment. Employees will receive an evaluation immediately prior to the Evaluation Date.

### **b. Step Increases**

All step increases, pursuant to the DWP Board approved salary schedule, are contingent upon receipt of at least a standard overall performance evaluation rating for the review period. Any step increase shall be effective during the pay period that includes the Evaluation Date.

### **c. Salary Adjustments**

Performance evaluations may or may not result in a salary adjustment. All salary adjustments are recommended by immediate supervisors. Adjustments may not be made beyond the maximum step in the applicable salary range.

### **d. Salary Range**

The DWP Board of Commissioners will periodically update the salary range for DWP positions. Any salary range adjustments will be made via resolution by the Board.

### **e. Longevity Pay**

Regular Employees who have worked for the DWP and/or City more than 10,400 base hours (five or more continuous years) shall receive a lump sum payment equaling one percent (1%) of their current base salary. This lump sum payment will be paid each year during the pay period that includes the employee's Anniversary Date until the employee reaches the next longevity threshold.

Regular Employees who have worked for the DWP and/or City more than 20,800 (ten or more continuous years) shall receive a lump sum payment equaling two percent (2%) of their current base salary. This lump sum payment will be paid each year during the pay period that includes the employee's Anniversary Date until the employee reaches the next longevity threshold.

Regular Employees who have worked for the DWP and/or City for 31,200 base hours (fifteen or more continuous years) will no longer receive a lump sum payment each year, and instead the employee's hourly rate will increase by two and one-half percent (2.5%) starting in the pay period that includes the employee's 15<sup>th</sup> Anniversary Date.

Regular Employees who have worked for the DWP and/or City for 41,600 base hours (twenty or more continuous years), the above 2.5% increase will be replaced with a five percent (5%)

increase to the employee's hourly pay rate. This increase will take effect in the pay period that includes the employee's 20th Anniversary Date.

Exempt employees may elect to receive longevity pay in a lump sum annual payment concurrent with their anniversary date each year.

#### **f. Bilingual Pay**

The DWP agrees to pay up to four (4) employees in positions that interact with the public, who are designated by management, fifteen dollars (\$15) biweekly for being certified as bilingual. To be certified bilingual, an employee must successfully pass a DWP approved foreign language competency test. Approved foreign languages must be predominately spoken languages within DWP's service area.

#### **g. Standby Duty**

Regular Hourly Employees, who are released from Active Duty but are required by the DWP to be available to return to Active Duty, shall be assigned Standby Duty. All Regular Field Employees are required to work Standby Duty on a rotating basis unless given an exemption by the Management. Regular Employees are permitted to trade or give their Standby Duty to another qualified Regular Employee. The DWP will pay Standby Pay of two hours per night (4 p.m. — 7:30 a.m.) Monday through Friday, and four hours per night for Saturday, Sunday, and DWP defined holidays for qualified Regular Employees to perform Standby Duty at one and a half times the Normal Hourly Rate. The standby employee will be required to drive a DWP truck home/back in order to allow the employee to respond from home, provided the employee resides within the Big Bear Valley. The truck may not be used for any personal benefit. Standby Duty requires that the assigned employee shall: (1) be reachable by telephone or two-way radio (both supplied by DWP); (2) be able to report to a Standby Call within a reasonable amount of time as designated by the Manager; and (3) refrain from activities which might impair their ability to perform assigned duties.

Employees on Standby Duty will be paid a minimum of one (1) hour for Standby Call(s) at a rate of one and one half times their Regular Rate of Pay, except if the call occurs before the end of Active Duty or when double time rates apply. If the call occurs before the end of the employee's regular scheduled working hours, then payment is for actual time worked, rounded (up or down) to the nearest fifteen minutes. If the call(s) exceeds one (1) hour, then payment will be for actual time worked, rounded (up or down) to the nearest fifteen (15) minutes.

Any additional calls after the first callout but prior to the employee being released from Active Duty will not be entitled to an additional minimum but will be paid at actual time worked, rounded (up or down) to the nearest fifteen minutes, at a rate of one and one half times or twice his or her Regular Rate of Pay depending upon the time services are required.

An employee working 12:00 AM to 7:00 AM will be paid the one (1) hour minimum, as described above, per call at twice the employee's Regular Rate of Pay. If the call(s) exceeds one (1) hour, then payment will be for actual time worked, rounded (up or down) to the nearest fifteen (15) minutes.

#### **h. Call-Back**

This section does not apply to employees on Standby Duty.

A Regular Hourly Employee who returns to Active Duty (outside of the employee's regularly scheduled working hours) when requested to do so by the Department Head or designee after the employee has been released from Active Duty and has left the work station, shall be entitled to Call-Back compensation. Special tours of duty scheduled in advance or when employees are called back within one (1) hour of the beginning of a scheduled tour of duty are not Call-Back hours for the purpose of this section.

Call-Back compensation shall be paid in the following manner:

##### ***i. Non-Field Call-Back***

If the employee responds to a Call-Back via telephone or electronic device and does not have to respond in-person, the employee shall be paid at one and half times or two times the Regular Rate of Pay depending on the time of the call, for a minimum of one (1) hour for each Call-Back. If an employee works in excess of the minimum one (1) hour, then the payment shall be actual time worked, rounded (up or down) to the nearest fifteen (15) minutes.

##### ***ii. Field Call-Back***

The employee shall be paid at one and half times or two times the Regular Rate of Pay depending on the time of the call, for a minimum of two (2) hours for each Field Call-Back. If an employee works in excess of the minimum two (2) hours, then payment shall be for actual time worked, rounded (up or down) to the nearest fifteen (15) minutes.

Call-Back compensation time begins when the employee accepts the Call-Back assignment and ends when the employee is released from the assignment.

#### **i. Out of Class Pay**

Employees who perform duties of a higher classification for ten (10) consecutive workdays or more shall be paid Out of Class (OOC) pay of five (5%) percent above their current salary or Step 1 of the higher OOC position, whichever is greater. If there is a need to fill an OOC assignment for more than 10 days, the GM at his or her discretion, may rotate employees through the OOC assignment in increments of no less than ten (10) days at a time. If an employee is on

approved leave for any time during the measurement of the ten days, the clock is not reset, rather it is moved to accommodate for those days which the employee is absent. For example, if an employee is working out of class for 8 days, then is out sick for two days, then he or she must complete two more days working out of class to become eligible for OOC Pay. Pay for OOC work assignment shall be retroactive to the first day of the OOC assignment. Employees working OOC shall continue to be eligible for step increases in their current position, subject to the employee receiving at least an overall rating of satisfactory or better in their annual performance review.

OOO Pay shall be established as indicated above and shall continue as long as the employee continues to perform duties of a higher classification. If an employee takes a full day of any paid leave during an OOC assignment, those full days will be compensated at the hourly rate for his or her Regular Position, not the out of class position.

If an employee working an OOC assignment, which has not been terminated, is temporarily requested to perform normal duties, in full workday increments (8 hours), the employee will receive normal pay during the full workdays performing normal duties. Otherwise, the employee will receive OOC Pay, even on days when he or she performs less than eight (8) hours of OOC duties.

OOO Pay shall end when the employee's OOC assignment is terminated. Once an OOC assignment has been terminated, employees will have to reestablish eligibility for OOC Pay to receive additional OOC compensation unless the OOC assignment resumes within five days of the prior OOC assignment.

Standby Calls will not be compensated as OOC, unless the employee is performing duties that are associated with an on-going OOC assignment while on Standby Duty.

## **j. Overtime**

It is the policy of the DWP to discourage Overtime for hourly employees except when necessitated by abnormal or unanticipated workload situations. The Overtime provisions in this section do not apply to Standby Duty. The DWP has the right to require Overtime to be worked as necessary. All Overtime must be approved in advance by the Department head or designee.

### ***i. Definition***

In most cases DWP uses the FLSA definition. Overtime shall be defined as all hours actually worked in excess of forty (40) hours per week for hourly employees. For purposes of defining Overtime, paid Leave Time shall be considered as time actually worked (not required by FLSA). Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals. All time worked on DWP holidays will be considered Overtime (not required by FLSA).

***ii. Overtime Compensation***

Any employee authorized by the Department head or designee to work Overtime shall be compensated at least time-and-one-half his or her Regular Rate of Pay for all hours worked over forty (40) in a workweek, per FLSA. When the Department head requires the employee to work more than twelve (12) consecutive hours in a workday the employee shall be compensated at twice the employee's Regular Rate of Pay for each fifteen minutes in excess of 12 hours (not required by FLSA). Unpaid meal periods shall not create a break for purposes of meeting the twelve (12) consecutive hours in a workday. The twelve (12) consecutive work hours does not include travel time. Between the hours of 12:00 AM and 7:00 AM, the employee shall be compensated at twice the employee's Regular Rate of Pay.

***iii. Compensation Time Off***

Regular hourly employees, at their discretion, may accrue up to 160 hours of compensation time off in lieu of cash payment. Compensation time off may be taken at a time approved by the General Manager or designee. Comp Time earned in the calendar year that is not used will be paid out in the last paycheck of the calendar year in which it was earned.

***v. Meal Allowance***

A meal allowance worth \$15 (not required by FLSA) will be paid to any hourly employee required to work ten (10) or more consecutive hours in a workday (unpaid meal periods shall not create a break for purposes of meeting the ten (10) consecutive hours in a workday).

**k. Advancement and Promotion**

***i. Step Advancement***

Advancement to the next step of the salary schedule shall be contingent upon receipt of a satisfactory overall work performance evaluation after completion of a ten (10) month Initial Probationary Period. Additional step advancements shall be after one (1) year from date of last step advancement, subject to the employee receiving at least an overall rating of satisfactory or better in his or her annual performance review.

***ii. Promotion***

When a Regular Employee is promoted to a position with a greater salary range and the employee's current salary step is below or within the new salary range, the rate of compensation to be applied at the beginning of the pay period following the promotion shall be the first step in the new salary range that results in at least a five percent increase but will not exceed the top step of the new salary range.

Employees who are promoted but do not pass probation for the promoted position may be moved back to their previous position (or equivalent) at their previous rate of pay and their previous Evaluation Date.

## **I. Retirement**

The DWP does not participate in Social Security.

- a. All Exempt and Regular Full-Time Hourly Employees participate in the San Bernardino County Employees' Retirement Association (SBCERA). SBCERA member contribution rate changes that occur each July will be absorbed by the employee. The DWP will contribute 2% toward the member contribution rate for Tier 1 employees (with the exception of those employees listed below).
- b. The incumbents, hired before January 1, 2018, in the positions of Chief Financial Officer, Water Superintendent, and Transmission and Distribution Supervisor have the following benefits:
  - i. DWP pays the member contribution rate, except the first 6% which shall be paid by the employee.
  - ii. DWP assumes the employee Survivor Benefit contribution amount

## **3. LEAVE PROVISIONS**

### **a. Paid Holiday Leave**

A Holiday Schedule will be posted each calendar year prior to the start of the year. Employees must actually work a full shift the last scheduled workday before and the first scheduled work day after a fixed holiday to receive holiday pay, unless the employee is on approved paid leave.

The following are the DWP designated holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

***i. Holidays Falling on a Weekend (Standard Schedule)***

For Standard Schedule employees, if a fixed holiday falls on Saturday, the holiday shall be observed on Friday. For Standard Schedule employees, if a fixed holiday falls on Sunday, the holiday shall be observed on Monday.

***ii. Holiday on a Regularly Scheduled Day Off (Non-Standard Schedule)***

For Non-Standard Schedule employees, when the fixed holiday falls on an employee's regularly scheduled day off he or she has the option of 1) taking the holiday during a regularly scheduled work day in the same work week in which the holiday is observed and being paid at the employee's normal hourly rate, or 2) accruing (banking) that holiday to use in a future work week on a regularly scheduled work day. An employee who elects to accrue the holiday hours will accrue 8 hours. Any Holiday pay that is accrued but not used in the calendar year it is earned, will be paid out on the last pay day of the calendar year.

***iii. Holiday During Vacation***

When a holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

***iv. Sick Leave in Conjunction with Holidays***

Any request for sick leave in conjunction with a holiday must be supported by a doctor's certificate, if requested by the General Manager or designee.

**b. Personal Leave**

The DWP will grant each Exempt and Full-Time Regular Hourly Employee sixteen (16) personal hours per year to be earned and accrued in the pay period that includes October 1st. Upon separation from DWP, employees will receive 100% payout for unused Personal Leave.

**c. Administrative Leave**

Exempt Employees shall earn forty (40) administrative leave hours annually to be awarded in the pay period that includes January 1<sup>st</sup> of each year. Upon separation from DWP, employees will receive 100% payout for unused Administrative Leave.

**d. Compulsory Leave**

If, in the opinion of the General Manager, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the General Manager. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the General Manager shall have the right to compel such employee to take sufficient leave of



absence with or without pay, to be temporarily assigned to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. At the employee's expense, the employee may request a second opinion by a competent medical authority of the employee's choice.

#### **e. Military Leave**

Affected employees shall be entitled to all rights concerning military leave, provided in the California Military and Veterans' Code and provided in the Uniformed Services Employment and Reemployment Rights Act.

#### **f. Interview Time**

Employees shall be entitled to a reasonable amount of time off with pay for the purpose of participating in the interview process related to DWP employment. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's Normal Hourly Rate.

#### **g. Blood Donations**

Once every six (6) months, employees in Regular Positions who donate blood without receiving compensation for such donation may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each donation, at the discretion of the General Manager. This benefit shall not be charged to any accumulated leave provided; however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay.

#### **h. Sick Leave**

Employees working in Exempt or Full-Time Regular Hourly Positions shall accrue sick leave at the rate of 3.385 hours per pay period. There shall be no maximum limit on the amount of sick leave that can be accrued. Sick leave may be drawn in the event the employee has a health issue or as provided for according to Healthy Workplaces, Healthy Families Act rules.

A doctor's note or certification may be required for any employee absent from work for a period of five (5) consecutive calendar days, due to illness or accident.

The DWP shall provide twenty-five percent (25%) percent payoff of unused sick leave upon separation from DWP after five (5) years of continuous service in a Regular Position.

After ten (10) years of continuous service from date of hire in a Regular Position and upon separation from DWP, an employee or the estate of a deceased employee will be paid for unused sick leave balance according to the following schedule:

<b>Sick Leave Balance</b>	<b>Cash Payment % of Hours</b>
480 hours or less	30%
481 to 600 hours	35%
601 to 720 hours	40%
721 to 840 hours	45%
841 to 1,000 hours	50%

Employees who receive a DWP work related disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, computed at their then current Normal Hourly Rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances.

In no event shall any employee, except those receiving a DWP work related disability retirement, receive compensation under this Section in excess of five hundred (500) hours pay computed at the then current Normal Hourly Rate of said employee.

**i. Vacation Leave**

Employees working in Regular Positions shall accrue vacation in the pay period that includes their Anniversary Date under the following schedule:

<b>Term of Service</b>	<b>Annual Vacation Allowance (Accrual Rates Per Pay Period)</b>	<b>Maximum Allowed</b>
From Date of Hire until the 5th anniversary of employment (0-5 years)	80 hours (3.08/pay period)	160 hours

From the 5th anniversary until the 10th anniversary of employment (6-10 years)	120 hours (4.62/pay period)	240 hours
After the 10th anniversary of employment	160 hours (6.15/pay period)	320 hours

For example, an employee who starts work on July 5, 2016 will be eligible to accrue vacation at the 120 annual rate (4.62 per pay period) beginning with the pay period that includes July 5, 2021 and the 160 hour annual rate (6.15 per pay period) on July 5, 2026.

Accrued vacation leave may be used after completion of thirteen (13) pay periods of continuous service. At the GM’s discretion, employees with less than 13 pay periods of service may be granted leave requests on a case by case basis.

The maximum number of Vacation Leave hours an employee may accrue shall be in compliance with the above schedule. When an employee’s leave balance reaches the maximum allowed, he or she will stop accruing leave. It is the responsibility of the employee to monitor his or her leave balances.

Upon separation from DWP, employees will receive 100% payout for unused Vacation Leave.

**j. Occupational Injury or Illness**

For employees off work due to occupational injury or illness, the DWP shall supplement workers' compensation up to full take-home pay for six (6) pay periods. This six (6) pay period supplement may be used up to a maximum of six (6) pay periods in every four (4) year period. After such time, the employee may augment his or her workers' compensation payment with accrued leave and/or comp time. The employee may be eligible for State Disability Insurance (SDI) or benefits through employee elected short-term and long-term disability policies. SDI is a mandatory state insurance policy which all employees must contribute to, therefore a claim for SDI is a benefit the employee is paying for and may avail themselves of if he or she qualifies.

**k. Non-Occupational injury or Illness**

For employees off work due to an injury or illness not connected to work at the DWP, the employee will be required to take sick leave until his or her sick leave is exhausted. The employee may elect to, but is not required to, use any other form of leave (vacation, personal, holiday, comp) to supplement his or her hours in pay periods he or she is unable to work. The employee may be eligible for State Disability Insurance (SDI) or benefits through employee elected short-term and long-term disability policies. SDI is a mandatory state insurance policy which all employees must contribute to, therefore a claim for SDI is a benefit the employee is paying for and may avail themselves of if he or she qualifies.

## **I. Bereavement leave**

The DWP will grant each Regular Employee three (3) days bereavement leave upon the death of the Regular Employee's immediate or extended family member. This paid leave shall not be deducted from sick leave, is non-cumulative (does not accrue over time), and is per event. For bereavement purposes the immediate and extended family member is defined by FMLA and CFRA rules. The General Manager may approve additional bereavement at his or her discretion.

## **m. Protected Leave**

Employees taking protected leave under Healthy Workplaces, Healthy Families Act, California Family Rights Act (CFRA), Family Medical Leave Act (FMLA), or any other applicable law, shall run concurrently unless prohibited by law. The 12 month measurement period for the protected leave begins January 1<sup>st</sup> and extends through December 31<sup>st</sup>. For example, if an employee goes out on protected leave that is approved June 20, 2017, the measurement period for the current provision of 12 weeks of protected leave would reset on January 1, 2018. The employee would then have 12 more weeks available starting January 1, 2018.

There are annual caps to Healthy Workplace, Healthy Families Act, FMLA, and CFRA protected leave, regardless of how many triggering injuries or illnesses occur. Protected leave is not an endless entitlement.

## **n. Leave Buyouts**

To be eligible for leave buyouts, employees must take a minimum of 80 hours of leave (excluding sick leave) per calendar year. Employees may cash out certain leave hours twice per year (June and November) as follows:

### ***i. Paid on the first paycheck of June.***

- 1) An irrevocable election must be completed and signed by the employee no later than December 29th. This form will be distributed to all employees no later than December 9th of each year.
- 2) Employees who have unused leave balances greater than the required minimum balances on the first pay check of December will be eligible for a leave buyout.
- 3) Employees may buyout up to the number of eligible hours as determined by DWP. This number will always be less than or equal to the amount the employee will accrue during the six months immediately following the election (January 1st to June 30th).

### ***ii. Paid on the first paycheck of November.***

- 1) An irrevocable election must be completed and signed by the employee no later than June 30th. This form will be distributed to all employees no later than June 10th of each year.

2) Employees who have unused leave balances greater than the required minimum balances on the first pay check of June will be eligible for a leave buyout.

3) Employees may buyout up to the number of eligible hours as determined by DWP. This number will always be less than or equal to the amount the employee will accrue during the six months immediately following the election (July 1st to December 31st).

These are **irrevocable** elections. The only exceptions to this are as follows:

***i. Separation From Service***

An election will not be carried out after received by DWP if the employee who has made the election separates from service prior to the cash payment being made, or

***ii. Family Emergency***

If an employee goes on an unexpected and approved leave of absence due to illness or family emergency and must use the leave that he or she requested to buyout, the leave used will first come from the employee’s prior leave balances. When prior leave balances are exhausted, then the leave that is accrued during the Accrual Period will be used, which will make the buyout election null and void. Approval must be obtained from the General Manager.

The following are the amounts an employee may elect to buyout, provided the employees maintain the minimum balances required in the pay period prior to the election date:

<b>Leave Type</b>	<b>Duration of Service</b>	<b>Maximum Buyout Hours</b>	<b>Minimum Balance</b>	<b>Election Month</b>
Sick	From first day of Regular Employment Forward	40 hours per calendar year	80	June and December
Vacation	Date of Hire through 5 years	40 hours per election period	64	June and December
Vacation	Over 5 years through 10 years	60 hours per election period	64	June and December
Vacation	Over 10 years	80 hours per election period	64	June and December
Personal	From first day of Regular Employment Forward	16	16	June
Administrative (Exempt only)	From first day of Regular Employment Forward	40	0	December

Unused accrued compensatory time off earned in the calendar year will be paid out on the last payday of the calendar year.

Unused accrued holiday earned in the calendar year will be paid out on the last payday of the calendar year.

#### **4. MEDICAL, DENTAL, VISION, LIFE INSURANCE, AND CAFETERIA BENEFITS**

##### **a. Full Participants**

Exempt and Hourly Full-Time Regular Employees who are Full Participants in the DWP HMO medical, dental, vision, and life insurance benefits program will receive these benefits for his or her Eligible Dependents at no cost to the employee for HMO level coverage.

Any additional coverage expense for an employee and his or her Eligible Dependents electing PPO will be the responsibility of the employee to pay, if any, above the DWP HMO plan coverage expense.

Exempt and Hourly Full-Time Regular Employees may only elect to not participate in the DWP benefits program upon providing proof of another employer sponsored plan, but will not be eligible for any cash-in-lieu compensation.

The DWP will endeavor to maintain medical and dental insurance benefits and co-payments comparable with current medical and dental insurance benefits and co-payments. If at renewal comparable insurance benefits are not available/practical or too expensive, the DWP may make changes to the insurance benefits (e.g. co-pay, deductible) to control the cost of the medical and dental insurance premiums. The DWP will seek to offer an HMO plan in which providers in the Big Bear Valley are in-network providers.

DWP reserves the right to allocate to the employees a portion of the costs of medical benefits in the future.

##### **b. Cafeteria Allowance for Exempt Employees Hired Before December 1, 2016**

The DWP shall provide a cafeteria allowance to each exempt employee, employed by the DWP as of 12/1/2016, in the amount of \$1,653.84 per month. The allowance is provided to assist employees in paying for medical and dental insurance coverage for the employee and their eligible dependents.

If the medical and dental insurance premiums for the selected plans increase beyond the established cafeteria allowance above, the employee will be responsible for paying the difference through pre-tax payroll deductions. The DWP will endeavor to maintain medical and dental

insurance benefits and co-payments comparable with current medical and dental insurance benefits and co-payments. If at renewal comparable insurance benefits are not available/practical or too expensive, the DWP may make changes to the insurance benefits (e.g. co-pay, deductible) in order to control the cost of the medical and dental insurance premiums.

Eligible employees who are able to secure medical and/or dental insurance coverage through another Employer-sponsored Plan may waive coverage. The employee shall sign a waiver form provided by the Human Resources Department and may take the unused portion of their cafeteria allowance as cash-in-lieu compensation in their regular paycheck.

#### **c. Healthcare Benefits for Exempt Employees Hired After December 1, 2016**

Exempt employees hired after 12/1/2016 will be Full Participants in the DWP medical, dental, vision, and employer provided life insurance for the employee and their eligible dependents at no cost to the employee for HMO level coverage. Any additional costs in coverage for an employee and his/her eligible dependents electing PPO level coverage will be the responsibility of the employee to pay the difference between the cost of coverage and the DWP paid HMO plan. The exempt employee may only elect not to participate in the DWP benefits program upon providing proof of other coverage, but will not be eligible for any cash-in-lieu compensation.

The DWP will endeavor to maintain medical and dental insurance benefits and co-payments comparable with current medical and dental insurance benefits and co-payments. If at renewal comparable insurance benefits are not available/practical or too expensive, the DWP may make changes to the insurance benefits (e.g. co-pay, deductible) in order to control the cost of the medical and dental insurance premiums.

#### **d. Dental Insurance**

For Full Participants, the DWP will provide each employee and his or her Eligible Dependents with dental insurance with the premium paid by the DWP. For employees who receive the cafeteria allowance, dental coverage will be deducted from his or her allowance.

#### **e. Life Insurance, Vision Insurance, and Flu Shots**

DWP will provide each employee a term life insurance policy of fifty thousand dollars (\$50,000), and an additional fifty thousand dollars (\$50,000) of Accidental Death & Dismemberment coverage. The premium is to be paid by the DWP.

Additional Life insurance is available to employees and his or her dependents at the employee's expense.

If the DWP does not provide flu shots, the DWP will reimburse the employee up to twenty-five dollars (\$25) toward receipt of off-site flu shots.

DWP will provide each employee and his or her Eligible Dependents with vision insurance. The premium is to be paid by the DWP.

**f. Payment During Sick Leave**

The DWP will continue to pay the monthly contribution to the medical, dental care, vision, and employer provided life insurance program for each employee and his or her Eligible Dependents who are on an approved leave of absence for reasons of illness or injury according to FMLA requirements. After such time, the employee will be responsible for payment of these premiums.

**g. Payment of Premium for Other Leaves of Absence**

Employees on an approved leave of absence for reasons other than illness or industrial injury, may, by advance payment of their premium for the extent of their group insurance coverage, continue to be covered by the group policies in effect. Such arrangements should be made with the DWP prior to the employee going on leave.

**h. Payment of Premium for Workers' Compensation Leave**

DWP will pay health, dental, vision, and DWP provided life insurance contributions for each month or fraction thereof according to FMLA/CFRA and Worker's Compensation rules.

**5. TRAINING REIMBURSEMENT**

Employees required by the DWP to participate in any training program or job required development during normal working hours shall do so at the DWP's expense. All fees for DWP-required training including continuing education for currently held certifications shall be fully paid by the DWP. Those expenses incurred, including meals, mileage, books and materials will also be reimbursed, per DWP reimbursement policy. Employees will either be provided with a DWP vehicle for transportation to and from classes or reimbursed for mileage.

Training reimbursements must be approved in advance by the General Manager or his or her designee and an Approval Form for Training and Development must be completed and authorized prior to the scheduled training. Reimbursements are made upon successful completion of the training. See Travel Reimbursements for additional reimbursement information.

**6. TUITION REIMBURSEMENT**

The DWP may provide tuition reimbursement and reimbursement of other direct expenses to include required textbooks, laboratory fees and parking fees, but shall not include travel time, mileage, transportation, meals, paper supplies and other miscellaneous costs for job-related education or career development upon receipt of proof of successful completion of an approved course. Prior to initiation of course work, the employee shall receive General Manager approval that such course work is directly related to a departmental service-related field endeavor. To be eligible for tuition reimbursement, the learning institution must be accredited by the Western



Association of Schools and Colleges/Accrediting Commission for Community and Junior College (WASC-Jr.) or Western Association of Schools and Colleges/Accrediting Commission for Community and Senior College (WASC-Sr.). The General Manager may grant an exception to the above accreditation requirement for a course of study that is accredited by another regional accrediting body.

Employee shall follow DWP procedures and guidelines for the tuition reimbursement program. The course must be satisfactorily completed with a minimum grade “C” or equivalent.

Reimbursement may be made at the rate of one hundred percent (100%), to a maximum of two thousand two hundred and fifty dollars (\$2,250) per fiscal year.

## **7. TRAVEL PER DIEM AND/OR REIMBURSEMENT**

To qualify for reimbursement, expenses must be reasonable, actual, and necessary and for the specific benefit of the DWP.

The DWP recognizes the benefit of training and attendance at meetings and functions, which advance professional knowledge and provide opportunities to exchange information related to municipal government operations and issues. Authorization for travel and expense reimbursement shall be limited to conferences, meetings, and other functions from which the DWP derives a specific benefit through attendance. Only the travel/attendance which serves a municipal purpose and is deemed necessary and/or advantageous to the DWP shall be approved and reimbursed.

### **a. Per Diem**

Per diem allowance covers meals and incidentals while traveling on business. Rules and regulations, lodging, per diem, partial day, and individual meal rates used are published by the US General Services Administration (GSA) and Federal Travel Regulation (FTR) Chapter 301. Any deviation from standard per diem rates must be approved by the General Manager in advance of the travel and in compliance with DWP regulations. The employee may opt to claim actual expenses in lieu of per diem; however, the reimbursement for actual expenses may not exceed the per diem allowance per meal outlined by the GSA. Only allowable expenses may be reimbursed. For events that require less than 12 hours, per diem is not applicable and all reimbursements must be accompanied by a valid detailed receipt. The reimbursement for expenses may not exceed the per diem allowance per meal outlined by the GSA.

To receive per diem pay prior to departure, checks must be requested and submitted to the Finance Department on a Payment Request Form a minimum of 3 weeks prior to the travel dates.

### **b. Incidental Expenses**

Incidental expenses included in the per diem rate include fees and tips given to baggage carriers, hotel staff, etc. Incidental expenses such as parking or taxi costs shall be reimbursed with valid receipt upon return from travel. Employee shall include receipts with their reimbursement

request. Use of a personal automobile for traveling shall be reimbursed at the prevailing I.R.S. rate. Use of a DWP vehicle is preferable, if available.

#### Conference or Seminar Registration

Normally conference and/or seminar registration fees will be paid in advance directly by the DWP. When possible, the individual attendee is expected to request lower cost advanced registration.

#### **c. Non-Reimbursable Expenses**

The following expenses are not considered reimbursable:

- Alcoholic beverages
- Expenses for a spouse, relative, significant other, or friend(s) which accompany the individual to the meeting, seminar, conference, event, etc.
- In-room movies
- Incidental private telephone usage
- Personal items, laundry, dry cleaning, etc.
- *Excessive* tipping

#### **d. Cost Advantage**

When additional travel days before or after an event result in a cost savings, the General Manager or designee, as appropriate, may authorize additional travel days.

#### **e. Additional Travel Days**

Except as approved by the General Manager or designee, if any individual elects to travel in advance or stay longer on personal business or on vacation status, the DWP shall be obligated only for the round trip travel cost for the event and for the eligible costs incurred during the event. The DWP shall not be obligated for expenses incurred on the additional travel days.

#### **f. Compensation**

Full-Time Regular Employees attending meetings, events, seminars, conferences, etc. will be compensated for time spent at the event and travel time. For multiple day events, the Full-Time Regular Employee will not be compensated for non-event time.

#### **g. Documentation and Reporting**

All requests for per diem, pre-paid travel expenses, and/or reimbursement must be itemized on a Travel Expense Form and be accompanied by the itinerary of the training, the appropriate receipts if applicable, and supporting documentation of travel. Requests for reimbursement are required to be turned in within three weeks (3) from the end of the event.

## **8. CERTIFICATION**

If the employee successfully gains state water certification, DWP will reimburse for registration fees. Hours expended for exams and preparatory courses during a regularly scheduled work day will be considered hours actually worked and the employee will be paid his or her Normal Hourly Rate for those hours. The DWP may provide a vehicle for employees to use for traveling to take the state certification exam and preparatory courses.

Upon the earning of a certificate, on the second payday of November of each year, DWP will make an annual certification payment of five hundred dollars (\$500) to each employee who maintains a current Grade 1 certification in water distribution. The DWP will pay one hundred dollars (\$100) for each additional water certification beyond the first certification an employee earns.

Employees who maintain a valid California Class "A" Commercial Driver's License or California Commercial Class "C" with hazardous materials endorsement, and/or a California Water Audit Validator Certificate, shall receive an additional one hundred dollars (\$100) per year in compensation. This compensation will be paid on the second payday of November of each year. DWP will provide certification compensation for up to two (2) employees who maintain his or her Water Audit Validator Certificate.

## **9. UNIFORMS AND SAFETY EQUIPMENT**

Any uniform and safety items required by the DWP shall be provided by the DWP. The DWP shall provide uniforms and laundering service at no cost to any employee required to wear a uniform. The DWP will not provide laundry service for DWP-provided jackets and T-shirts.

The DWP will reimburse employees up to \$200 who are required to wear protective boots while working. Upon presentation of original receipt and completed DWP Check Request Form, the DWP will reimburse the employee up to a total of \$200 per calendar year for work boots. Acceptable boots will meet Cal OSHA and management-determined minimum standards.

Eye glasses will be reimbursed for replacement, if the loss or damage during duty is through no fault of the employee, not to exceed \$300 per incident.

The DWP will reimburse Office Employees and Non-Field Employees up to two hundred dollars (\$200) per calendar year for the purchase of approved shirts, dresses, jackets, sweaters, and blouses for office wear. The DWP will have the logo embroidered at the DWP's cost. The employee shall return the embroidered DWP garment and any other uniform item issued by DWP when it is worn out or the employee separates from the DWP.

## **10. DRESS CODE**

### **a. Provisions**

The DWP professional atmosphere is maintained, in part, by the image that employees present to residents, rate payers, and vendors. Employees are asked to use their common sense with regard to their dress and appearance and are expected to present a professional image. The employee should dress according to the requirements of his/her position. Attention should be paid to safety, DWP image, and customer interaction. If there are any questions as to what constitutes proper attire within a given department, the supervisor or General Manager should be consulted.

Listed below are the guidelines that will be used for all DWP employees with regard to the appropriate work attire.

### **b. Guidelines**

An employee's personal appearance, when completing their job and interacting with the public, reflects upon the DWP. As such, the DWP needs its employees to be as neat and clean as possible given their working conditions. Employees should observe good habits of grooming and personal hygiene. Any article of clothing displaying cartoons or language, except for the DWP logo, is not to be worn.

Employees who have uniforms furnished by the DWP are reminded that such uniforms are not a substitute for personal attire. These uniforms should only be worn during working hours unless specific approval is received from the General Manager or his/her designee.

Any questions or complaints regarding the appropriateness of attire should be directed to the Human Resources department. Decisions regarding attire will be made by the Human Resources department and the General Manager, not by individual departments or managers.

At the discretion of the department head, in special circumstances, such as during unusually hot or cold weather or during special occasions, or assignments, staff members may be permitted to dress in a more casual fashion than is normally required. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

Clothing with messages or artwork that would violate any harassment or discrimination policies is prohibited.

Under the discretion of the General Manager, Friday is designated as a casual day. Clean, un-torn, and non-frayed jeans are permitted for wear, as well as, clean tennis shoes.

In the event that inappropriate attire is worn to work, the employee may be asked to leave the workplace and promptly return to work in the appropriate attire.

Including, but not limited to:

<b>Appropriate</b>	<b>Inappropriate</b>
Dress pants, khakis, capris, work pants, non-indigo colored jeans	Sweatpants, exercise wear, shorts, indigo colored jeans
Dresses/skirts with professional length	Torn, frayed, or ripped clothing
Polo, DWP logo embroidered shirts, blouses, cardigans, sweaters, dress shirts, uniforms	Athletic t-shirts, sweatshirts, beachwear, crop tops, spaghetti strap shirts or bare shoulders, exercise tops, non-professional logos
Casual dress shoes, open-back shoes, slip-on shoes, work boots	Flip-flops, open-toed shoes (field employees), sporty or hiking sandals, tennis shoes (unless Dr. authorized and must be a solid neutral color)

The DWP allows employees to wear jewelry or display tattoos at the workplace or field within the following guidelines:

- Must not conflict with the employee's ability to perform his or her job effectively
- Must not violate any harassment or discrimination policies
- Must not lower productivity or cause a distraction in the work environment
- Must not generate excessive customer complaints

If excessive jewelry or visible tattoos present a conflict within the workplace, the employee, Human Resources, employee's supervisor, and the General Manager will discuss alternative options to resolve the conflict.

All dress code guidelines are up to the General Manager's discretion to determine what is best for the DWP work environment.

## **11. LUNCHES AND REST PERIODS**

Employees shall be entitled to rest periods in accordance with the criteria established herein. Rest periods shall consist of one fifteen (15) minute work break in the first half of the work day and one fifteen (15) minute work break in the second half of the work day for each eight (8) hour work period. The two fifteen (15) minute rest periods per day shall include any travel time to and from the job site and food stores, restaurants, DWP yard, etc. Field Employees shall attempt to schedule their daily work to minimize travel time to and from their lunch periods. Employees required to work beyond their regular work day shall be granted reasonable work breaks as work allows.

## **12. SCHEDULING**

The department head or designee shall have the right to modify an employee's work schedule to accommodate the DWP's need to accomplish specific work and/or special projects. This

includes the ability to schedule employees for shift work (swings and mids) as well as weekend work as needed. Should a schedule change be necessary, the department head or designee shall endeavor to provide as much notice as possible, but no less than two weeks notice. However, an employee may consent to a schedule change with less notice.

### **13. GRIEVANCE PROCEDURE**

Grievances will be processed in the following manner:

#### **Step 1. Immediate Supervisor**

A Grievance may be filed in writing by an employee on his or her own behalf (or jointly by a group of employees) to his or her immediate supervisor.

Within fifteen (15) working days of the event giving rise to a Grievance, the employee who believes he or she has a Grievance may discuss the complaint with his or her immediate supervisor. Grievances not presented within the time period shall be considered resolved.

The immediate supervisor will meet with the employee (or group of employees) to discuss the Grievance and attempt to resolve the matter. In the event the Grievance is with the immediate supervisor, the employee may elect to use the next level of supervision for Step 1 of the Grievance procedure. If the issue cannot be resolved at this level, the matter will be taken to Step 2.

#### **Step 2. General Manager**

If the Grievance is not resolved in Step 1, within ten (10) working days of the final meeting with the immediate supervisor discussed in Step 1, the employee may present the Grievance in writing to the General Manager. The written Grievance will state the particulars of the Grievance and, if possible, the nature of the determination desired. The General Manager will investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. The General Manager will respond to the Grievance in writing within ten (10) working days of receipt of the written Grievance.

#### **Step 3. Board of Commissioners**

If the Grievance is not resolved in Step 2, the employee may, within ten (10) working days of receipt of the response from the General Manager, present the Grievance in writing to the Board of Commissioners to be put on the agenda for the next scheduled Regular DWP Board Meeting as a closed session item, when allowed by statute. The Board of Commissioners, or at least 2 (two) representatives designated by the Board of Commissioners, who shall not be the General Manager or Supervisor involved in Steps 1 or 2, shall investigate the merits of the complaint, meet with the complainant(s) and attempt to resolve the Grievance prior to the next Regular DWP Board Meeting and the results of the investigation shall be addressed at the next Regular Board Meeting, in the closed session, when allowed by statute. The Board of Commissioners

will respond to the Grievance in writing within 2 working days of the meeting in which they considered the Grievance.

The Board of Commissioners may elect to seek non-binding arbitration for an advisory opinion for the Grievance. Should the Board of Commissioners seek arbitration, the Board will consider the arbitrators opinion in closed session of the next regularly scheduled board meeting. The Board of Commissioners will respond to the Grievance in writing within 2 working days of the meeting in which they considered the arbitrators opinion.

## **SECTION C. PART-TIME REGULAR EMPLOYEES**

### **1. PROBATIONARY PERIOD**

#### **a. New Hires**

The Initial Probationary Period for new hires is ten (10) months and may be extended up to one full 10 month term, based on performance and at the discretion of the General Manager. During probation, employees are At Will.

#### **b. Transfers & Promotions**

Employees transferred laterally to a similar or less paying position shall not be required to serve a probationary period and shall maintain their Evaluation Date.

For employee promotions, probation shall be for six (6) months.

Employees who are promoted but do not pass probation for the promoted position will be moved back to their previous position (or equivalent) at their previous rate of pay and their previous Evaluation Date.

### **2. EVALUATIONS, WAGES, & SALARY**

#### **a. Evaluations**

##### *i. New Hire*

Newly appointed employees will receive a mid-probation evaluation upon completion of 5 months of service to provide feedback to the employee, but this mid-probation evaluation does not make the employee eligible for a pay increase. Employees will receive an evaluation at the end of the ten-month Initial Probationary Period and at that point will either have their probation extended or complete probation. After an employee completes probation as a new hire, evaluations are given annually.

Employees will receive an evaluation immediately prior to the Evaluation Date. When an employee's probation is extended, the employee will be given an evaluation at the end of the extended probation. The date which that evaluation is given will become the Evaluation Date.

##### *ii. Promotions*

Promoted employees will be given a probationary evaluation at the end of the six month promotion probationary period. If the employee successfully completes probation, then the employee may be eligible for a step increase one year after his or her promotion (his or her new Evaluation Date). The end of the probationary period



will not result in a salary adjustment. Employees will receive an evaluation immediately prior to the Evaluation Date.

**b. Step Increases**

All step increases, pursuant to the DWP Board approved salary schedule, are contingent upon receipt of at least a standard overall performance evaluation rating for the review period. Any step increase shall be effective during the pay period that includes the Evaluation Date.

**c. Salary Adjustments**

Performance Evaluations may or may not result in a salary adjustment. All salary adjustments are recommended by immediate supervisors. Adjustments may not be made beyond the maximum step in the applicable salary range.

**d. Salary Range**

The DWP Board of Commissioners will periodically update the salary range for DWP positions. Any salary range adjustments will be made via resolution by the Board.

**e. Longevity Pay**

Regular Employees who have worked for the DWP and/or City more than 10,400 base hours shall receive a lump sum payment equaling one percent (1%) of their current base salary each year in the pay period that includes their Anniversary Date until the employee reaches the next longevity threshold.

Regular Employees who have worked for the DWP more than 20,800 and less than 31,200 base hours shall receive a lump sum payment equaling two percent (2%) of their current base salary. This lump sum payment will be paid each year in the pay period that includes the employee's Anniversary Date until the employee reaches the next longevity threshold.

Regular Employees who have worked for the DWP and/or City for 31,200 base hours will no longer receive a lump sum payment each and instead the employee's hourly rate will increase by two and one-half percent (2.5%) starting in the pay period that includes his or her Anniversary Date.

Regular Employees who have worked for the DWP and/or City for 41,600 base hours, the above 2.5% increase will be replaced with a five percent (5%) increase to the employee's hourly pay rate. This increase will take effect in the pay period that includes his or her Anniversary Date.

**f. Bilingual Pay**

The DWP agrees to pay up to four (4) employees in positions that interact with the public, who are designated by management, fifteen dollars (\$15) biweekly for being certified as bilingual. To be certified bilingual, an employee must successfully pass a DWP approved foreign language

competency test. Approved foreign languages must be predominately spoken languages within DWP's service area.

#### **g. Overtime**

It is the policy of the DWP to discourage Overtime for hourly employees except when necessitated by abnormal or unanticipated workload situations. The DWP has the right to require Overtime to be worked as necessary. All Overtime must be approved in advance by the Department head or designee. Part-Time employees are not typically eligible for Overtime. It is expected that managers will adjust schedules to avoid Overtime for Part-Time employees. In the event overtime occurs, it will be in accordance with FLSA.

#### **h. Retirement**

The DWP does not participate in Social Security. For Part-Time employees, the DWP will establish an Accumulation Program for Part-Time and Limited-service Employees (APPLE) plan account. The employee will contribute 3.75% and the DWP will contribute 3.75% to the APPLE plan account. Employees participating in the APPLE plan are immediately vested.

### **3. LEAVE PROVISIONS**

#### **a. Compulsory Leave**

If, in the opinion of the General Manager, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the General Manager. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the General Manager shall have the right to compel such employee to take sufficient leave of absence with or without pay, to be temporarily assigned to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. At the employee's expense, the employee may request a second opinion by a competent medical authority of the employee's choice.

#### **b. Military Leave**

Affected employees shall be entitled to all rights concerning military leave, provided in the California Military and Veterans' Code and provided in the Uniformed Services Employment and Reemployment Rights Act.

#### **c. Interview Time**

Employees shall be entitled to a reasonable amount of time off with pay for the purpose of participating in the interview process related to DWP employment. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave.

Such time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's Normal Hourly Rate.

#### **d. Paid Time Off**

Employees working in Regular Part-Time positions shall accrue Paid Time Off (PTO) at the rate of 0.115 hours per hour worked. PTO shall be used on regularly scheduled work days with advanced notice if possible. Employees may carryover no more than 48 hours of PTO each calendar year. Any unused PTO in excess of 48 hours will be paid out in the last pay day of the calendar year.

- i. Employee may begin using PTO immediately for illness or injury. The DWP will lend Regular Part-Time Employees PTO in advance of accrual for illness or injury and may require medical provider documentation to the General Manager or designee.
- ii. The rate of pay shall be the employee's Normal Hourly Rate.
- iii. If the need for paid leave is foreseeable, the employee shall provide reasonable advance notification to his or her supervisor. If the need for paid leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.
- iv. Upon the written request of an employee, DWP shall provide paid time off for illness of the employee or an employee's family member, for vacation leave, and other approved reasons.
- v. Employee may not be terminated or retaliated against for using or requesting the use of accrued paid leave; and has the right to file a complaint if DWP retaliates.
- vi. Any PTO not used during the Regular Part-Time Employee's employment will be paid out on his or her last paycheck.

#### **e. Occupational Injury or Illness**

For employees off work due to occupational injury or illness, the DWP shall supplement workers' compensation up to scheduled take-home pay for six (6) pay periods. This six (6) pay period supplement may be used up to a maximum of six (6) pay periods in every four (4) year period. After such time, the employee may augment his or her workers' compensation payment with accrued PTO. The employee may be eligible for State Disability Insurance (SDI). SDI is a mandatory state insurance policy which all employees must contribute to, therefore a claim for SDI is a benefit the employee is paying for and may avail themselves of if he or she qualifies.

#### **f. Non-Occupational Injury or Illness**

For employees off work due to an injury or illness not connected to work at the DWP, the employee will be required to take sick leave until his or her sick leave is exhausted. The employee may elect to, but is not required to, use any other form of leave (vacation, personal,

holiday, comp) to supplement his or her hours in pay periods he or she is unable to work. The employee may be eligible for State Disability Insurance (SDI). SDI is a mandatory state insurance policy which all employees must contribute to, therefore a claim for SDI is a benefit the employee is paying for and may avail themselves of if he or she qualifies.

#### **g. Bereavement Leave**

The DWP will grant each Part-Time Regular Employee up to three (3) scheduled days of bereavement leave upon the death of the Regular Employee's immediate or extended family member. This paid leave shall not be deducted from PTO, is non-cumulative (does not accrue over time), and is per event. For bereavement purposes the immediate and extended family member is defined by FMLA and CFRA rules. The General Manager may approve additional bereavement at his or her discretion.

#### **h. Protected Leave**

Employees taking protected leave under Healthy Workplaces, Healthy Families Act, California Family Rights Act (CFRA), Family Medical Leave Act (FMLA), or any other applicable law, shall run concurrently. The 12 month measurement period for the protected leave January 1<sup>st</sup> and extends through December 31<sup>st</sup>.

For example, if a Part-Time Employee goes out on protected leave that is approved June 20, 2017, the measurement period for the current provision of 12 weeks protected leave would reset on January 1, 2018. The employee would then have 12 more weeks available starting January 1, 2018.

There are annual caps to Healthy Workplace, Healthy Families Act, FMLA, and CFRA protected leave, regardless of how many triggering injuries or illnesses occur. Protected leave is not an endless entitlement.

### **4. FLU SHOTS**

If the DWP does not provide flu shots, the DWP will reimburse the employee up to twenty-five dollars (\$25) toward receipt of off-site flu shots.

## **5. ADVANCEMENT AND PROMOTION**

### **a. Step Advancement**

Advancement to the next step of the salary schedule shall be contingent upon receipt of a satisfactory overall work performance evaluation after completion of a ten (10) month Initial Probationary Period. Additional step advancements shall be after one (1) year from date of last step advancement, subject to the employee receiving at least an overall rating of satisfactory or better in his or her annual performance review.

## **b. Promotion**

When a Regular Employee is promoted to a position with a greater salary range and the employee's current salary step is below or within the new salary range, the rate of compensation to be applied at the beginning of the pay period following the promotion shall be the first step in the new salary range that results in at least a five percent increase but will not exceed the top step of the new salary range.

Employees who are promoted but do not pass probation for the promoted position may be moved back to their previous position (or equivalent) at their previous rate of pay and their previous Evaluation Date.

## **6. TRAINING REIMBURSEMENT**

Employees required by the DWP to participate in any training program or job required development during normal working hours shall do so at the DWP's expense. All fees for DWP-required training including continuing education for currently held certifications shall be fully paid by the DWP. Those expenses incurred, including meals, mileage, books and materials will also be reimbursed. Employees will either be provided with a DWP vehicle for transportation to and from classes or reimbursed for mileage.

Training and reimbursements must be approved in advance by the General Manager or his or her designee and an Approval Form for Training and Development must be completed prior to the scheduled training. Reimbursements are made upon successful completion of the training. See Travel Reimbursements for additional reimbursement information.

## **7. TUITION REIMBURSEMENT**

The DWP may provide tuition reimbursement and reimbursement of other direct expenses to include required textbooks, laboratory fees and parking fees, but shall not include travel time, mileage, transportation, meals, paper supplies and other miscellaneous costs for job-related education or career development upon receipt of proof of successful completion of an approved course. Prior to initiation of course work, the employee shall receive the General Manager's approval that such course work is directly related to a departmental service-related field endeavor. To be eligible for tuition reimbursement, the learning institution must be accredited by the Western Association of Schools and Colleges/Accrediting Commission for Community and Junior College (WASC-Jr.) or Western Association of Schools and Colleges/Accrediting Commission for Community and Senior College (WASC-Sr.). The General Manager may grant an exception to the above accreditation requirement for a course of study that is accredited by another regional accrediting body.

Employee shall follow DWP procedures and guidelines for the reimbursement program. The course must be satisfactorily completed with a minimum grade "C" or equivalent.

Reimbursement shall be prorated based on an employee's regular work schedule. Proration shall be applied to the total amount of two thousand two hundred and fifty (\$2,250) per fiscal year. For example, an employee who works 1,040 hours per fiscal year may be reimbursed up to 50% or \$1,125.

## **8. TRAVEL PER DIEM AND/OR REIMBURSEMENT**

To qualify for reimbursement, expenses must be reasonable, actual, and necessary and for the specific benefit of the DWP.

The DWP recognizes the benefit of training and attendance at meetings and functions, which advance professional knowledge and provide opportunities to exchange information related to municipal government operations and issues. Authorization for travel and expense reimbursement shall be limited to conferences, meetings, and other functions from which the DWP derives a specific benefit through attendance. Only the travel/attendance which serves a municipal purpose and is deemed necessary and/or advantageous to the DWP shall be approved and reimbursed.

### **a. Per Diem**

Per diem allowance covers meals and incidentals while traveling on business. Rules and regulations, lodging, per diem, partial day, and individual meal rates used are published by the US General Services Administration (GSA) and Federal Travel Regulation (FTR) Chapter 301. Any deviation from standard per diem rates must be approved by the General Manager in advance of the travel and in compliance with DWP regulations. The employee may opt to claim actual expenses in lieu of per diem; however, the reimbursement for actual expenses may not exceed the per diem allowance per meal outlined by the GSA. Only allowable expenses may be reimbursed. For events that require less than 12 hours, per diem is not applicable and all reimbursements must be accompanied by a valid detailed receipt. The reimbursement for expenses may not exceed the per diem allowance per meal outlined by the GSA.

To receive per diem pay prior to departure, checks must be requested and submitted to the Finance Department on a Payment Request Form a minimum of 3 weeks prior to the travel dates.

### **b. Incidental Expenses**

Incidental expenses included in the per diem rate include fees and tips given to baggage carriers, hotel staff, etc. Incidental expenses such as parking or taxi costs shall be reimbursed with valid receipt upon return from travel. Employee shall include receipts with their reimbursement request. Use of a personal automobile for traveling shall be reimbursed at the prevailing I.R.S. rate. Use of a DWP vehicle is preferable, if available.

### **Conference or Seminar Registration**

Normally conference and/or seminar registration fees will be paid in advance directly by the DWP. When possible, the individual attendee is expected to request lower cost advanced registration.

### **c. Non-Reimbursable Expenses**

The following expenses are not considered reimbursable:

- Alcoholic beverages
- Expenses for a spouse, relative, significant other, or friend(s) which accompany the individual to the meeting, seminar, conference, event, etc.
- In-room movies
- Incidental private telephone usage
- Personal items, laundry, dry cleaning, etc.
- *Excessive* tipping

### **d. Cost Advantage**

When additional travel days before or after an event result in a cost savings, the General Manager or designee, as appropriate, may authorize additional travel days.

### **e. Additional Travel Days**

Except as approved by the General Manager or designee, if any individual elects to travel in advance or stay longer on personal business or on vacation status, the DWP shall be obligated only for the round trip travel cost for the event and for the eligible costs incurred during the event. The DWP shall not be obligated for expenses incurred on the additional travel days.

### **f. Compensation**

Part-Time Employees attending meetings, events, seminars, conferences, etc. will be compensated for time spent at the event and travel time. For multiple day events, the Part-Time Employee will not be compensated for non-event time.

### **g. Documentation and Reporting**

All requests for per diem, pre-paid travel expenses, and/or reimbursement must be itemized on a Travel Expense Form and be accompanied by the itinerary of the training, the appropriate receipts if applicable, and supporting documentation of travel. Requests for reimbursement are required to be turned in within three weeks (3) from the end of the event.

## **9. CERTIFICATION**

If the employee successfully gains state water certification, DWP will reimburse the employee for registration fees. Hours expended for exams and preparatory courses during a regularly scheduled work day will be considered hours actually worked and the employee will be paid his or her Normal Hourly Rate for those hours. The DWP may provide a vehicle for employees to use for traveling to take the state certification exam and preparatory courses.

Upon the earning of a certificate, on the second payday of November of each year, DWP will make an annual certification payment of five hundred dollars (\$500) to each Field, Non-field, and Office Employee who maintains a current Grade 1 certification in water distribution. The

DWP will pay one hundred dollars (\$100) for each additional water certification beyond the first certificate an employee earns.

Employees who maintain a valid California Class "A" Commercial Driver's License or California Commercial Class "C" with hazardous materials endorsement, and/or a California Water Audit Validator Certificate, shall receive an additional one hundred dollars (\$100) per year in compensation. This compensation will be paid on the second payday of November of each year. DWP will provide certification compensation for up to two (2) employees who maintain his or her Water Audit Validator Certificate.

## **10. UNIFORMS AND SAFETY EQUIPMENT**

Part-Time Regular Employees shall coordinate and receive supervisor approval prior to purchasing office wear or boots.

Any uniform and safety items required by the DWP shall be provided by the DWP. The DWP shall provide uniforms and laundering service at no cost to any employee required to wear a uniform. The DWP will not provide laundry service for DWP-provided jackets and T-shirts.

The DWP will reimburse employees up to \$200 who are required to wear protective boots while working. Upon presentation of original receipt and completed DWP Check Request Form, the DWP will reimburse the employee up to a total of \$200 per calendar year for work boots. Acceptable boots will meet Cal OSHA and management determined minimum standards.

The DWP will reimburse Office and Non-Field Employees up to two hundred dollars (\$200) per calendar year for the purchase of approved shirts, dresses, jackets, sweaters, and blouses for office wear. The DWP will have the logo embroidered at the DWP's cost.

Eye glasses will be reimbursed for replacement, if the loss or damage during duty is through no fault of the employee, not to exceed \$300 per incident.

The employee shall return the embroidered DWP garment and any other uniform item issued by DWP when it is worn out or the employee separates from the DWP.

## **11. DRESS CODE**

### **a. Provisions**

The DWP professional atmosphere is maintained, in part, by the image that employees present to residents, rate payers, and vendors. Employees are asked to use their common sense with regard to their dress and appearance and are expected to present a professional image. The employee should dress according to the requirements of his/her position. Attention should be paid to safety, DWP image, and customer interaction. If there are any questions as to what constitutes proper attire within a given department, the supervisor or General Manager should be consulted.



Listed below are the guidelines that will be used for all DWP employees with regard to the appropriate work attire.

**b. Guidelines**

An employee's personal appearance, when completing their job and interacting with the public, reflects upon the DWP. As such, the DWP needs its employees to be as neat and clean as possible given their working conditions. Employees should observe good habits of grooming and personal hygiene. Any article of clothing displaying cartoons or language, except for the DWP logo, is not to be worn.

Employees who have uniforms furnished by the DWP are reminded that such uniforms are not a substitute for personal attire. These uniforms should only be worn during working hours unless specific approval is received from the General Manager or his/her designee.

Any questions or complaints regarding the appropriateness of attire should be directed to the Human Resources department. Decisions regarding attire will be made by the Human Resources department and the General Manager, not by individual departments or managers.

At the discretion of the department head, in special circumstances, such as during unusually hot or cold weather or during special occasions, or assignments, staff members may be permitted to dress in a more casual fashion than is normally required. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

Clothing with messages or artwork that would violate any harassment or discrimination policies is prohibited.

Under the discretion of the General Manager, Friday is designated as a casual day. Clean, un-torn, and non-frayed jeans are permitted for wear, as well as, clean tennis shoes.

In the event that inappropriate attire is worn to work, the employee may be asked to leave the workplace and promptly return to work in the appropriate attire.

Including, but not limited to:

<b>Appropriate</b>	<b>Inappropriate</b>
Dress pants, khakis, capris, work pants, non-indigo colored jeans	Sweatpants, exercise wear, shorts, indigo colored jeans
Dresses/skirts with professional length	Torn, frayed, or ripped clothing

Polo, DWP logo embroidered shirts, blouses, cardigans, sweaters, dress shirts, uniforms	Athletic t-shirts, sweatshirts, beachwear, crop tops, spaghetti strap shirts or bare shoulders, exercise tops, non-professional logos
Casual dress shoes, open-back shoes, slip-on shoes, work boots	Flip-flops, open-toed shoes (field employees), sporty or hiking sandals, tennis shoes (unless Dr. authorized and must be a solid neutral color)

The DWP allows employees to wear jewelry or display tattoos at the workplace or field within the following guidelines:

- Must not conflict with the employee’s ability to perform his or her job effectively
- Must not violate any harassment or discrimination policies
- Must not lower productivity or cause a distraction in the work environment
- Must not generate excessive customer complaints

If excessive jewelry or visible tattoos present a conflict within the workplace, the employee, Human Resources, employee’s supervisor, and the General Manager will discuss alternative options to resolve the conflict.

All dress code guidelines are up to the General Manager’s discretion to determine what is best for the DWP work environment.

## **12. LUNCHES AND REST PERIODS**

Employees shall be entitled to rest periods in accordance with the criteria established herein. Rest periods shall consist of one fifteen (15) minute work break in the first half of the work day and one fifteen (15) minute work break in the second half of the work day for each eight (8) hour work period. The two fifteen (15) minute rest periods per day shall include any travel time to and from the job site and food stores, restaurants, DWP yard, etc. Field Employees and Non-field employees shall attempt to schedule their daily work to minimize travel time to and from their lunch periods. Employees required to work beyond their regular work day shall be granted reasonable work breaks as work allows.

## **13. SCHEDULING**

The Supervisor, Department Head, or designee will establish an annual work schedule based upon department needs. The Supervisor or Department Head may make and/or modify an employee's work schedule in order to accommodate the DWP's needs. Part-Time Regular Employees may be on a Variable Schedule to accommodate the needs of DWP.

## **14. GRIEVANCE PROCEDURE**

Grievances will be processed in the following manner:

### Step 1. Immediate Supervisor

A Grievance may be filed in writing by an employee on his or her own behalf (or jointly by a group of employees) to their immediate supervisor.

Within fifteen (15) working days of the event giving rise to a Grievance, the employee, or group of employees, who believes they have a Grievance may discuss the complaint with their immediate supervisor. Grievances not presented within the time period shall be considered resolved.

The immediate supervisor will meet with the employee (or group of employees) to discuss the Grievance and attempt to resolve the matter. In the event the Grievance is with the immediate supervisor, the employee may elect to use the next level of supervision for Step 1 of the Grievance procedure. If the issue cannot be resolved at this level, the matter will be taken to Step 2.

### Step 2. General Manager

If the Grievance is not resolved in Step 1, within ten (10) working days of the final meeting with the immediate supervisor discussed in Step 1, the employee may present the Grievance in writing to the General Manager. The written Grievance will state the particulars of the Grievance and, if possible, the nature of the determination desired. The General Manager will investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. The General Manager will respond to the Grievance in writing within ten (10) working days of receipt of the written Grievance.

### Step 3. Board of Commissioners

If the Grievance is not resolved in Step 2, the employee may, within ten (10) working days of receipt of the response from the General Manager, present the Grievance in writing to the Board of Commissioners to be put on the agenda for the next scheduled Regular DWP Board Meeting as a closed session item, when allowed by statute. The Board of Commissioners, or at least 2 (two) representatives designated by the Board of Commissioners who shall not be the General Manager or Supervisor involved in Steps 1 or 2, shall investigate the merits of the complaint, meet with the complainant(s) and attempt to resolve the Grievance prior to the next Regular DWP Board Meeting and the results of the investigation shall be addressed at the next Regular Board Meeting, in the closed session, when allowed by statute. The Board of Commissioners will respond to the Grievance in writing within 2 working days of the meeting in which they considered the Grievance.

The Board of Commissioners may elect to seek non-binding arbitration for an advisory opinion for the Grievance. Should the Board of Commissioners seek arbitration, the Board will consider the arbitrators opinion at the next regularly scheduled board meeting, in closed session, when

allowed by statute. The Board of Commissioners will respond to the Grievance in writing within 2 working days of the meeting in which they considered the arbitrators opinion.

## **SECTION D. TEMPORARY EMPLOYEES**

### **1. PROBATIONARY PERIOD**

Temporary Employees are not in regularly appointed positions. Temporary Employees are At-Will employees.

### **2. WAGES & SALARY**

#### **a. Salary Range**

The DWP Board of Commissioners will periodically update the salary range for DWP positions. Any salary range adjustments will be made via resolution by the Board.

#### **b. Standby Duty**

At Management's discretion and with prior approval of the Department Head or General Manager, Temporary Employees may be asked to perform Standby Duty when Regular Full-Time Employees are unavailable. Temporary employees who perform Standby Duty that was not approved by the Department Head or General Manager, will not be paid Standby Pay according to this section. Employees who are released from Active Duty but are required by the DWP to be available to return to Active Duty, shall be assigned Standby Duty. The DWP will pay Standby Pay of two hours per night (4 p.m. — 7:30 a.m.) Monday through Friday, and four hours per night for Saturday, Sunday, and DWP defined holidays for qualified Temporary Employees to perform Standby Duty at one and one half times the Normal Hourly Rate. The employees on Standby Duty will be required to drive a DWP truck home/back in order to allow the employee to respond from home, provided the employee resides within the Big Bear Valley. The truck may not be used for any personal benefit. Standby Duty requires that the assigned employee shall: (1) be reachable by telephone or two-way radio (both supplied by DWP); (2) be able to report to a Standby Call within a reasonable amount of time as designated by the Manager; and (3) refrain from activities which might impair his or her ability to perform assigned duties.

Employees on Standby Duty will be paid a minimum of one (1) hour for Standby Call(s) at a rate of one and one half times their Regular Rate of Pay, except if the call occurs before the end of Active Duty or when double time rules apply. If the call occurs before the end of the employee's regular scheduled working hours, then payment is for actual time worked, rounded (up or down) to the nearest fifteen minutes. If the call(s) exceeds one (1) hour, then payment will be for actual time worked, rounded (up or down) to the nearest fifteen (15) minutes.

Any additional calls after the first callout but prior to the employee being released from Active Duty will not be entitled to an additional minimum but will be paid at actual time worked, rounded (up or down) to the nearest fifteen minutes, at a rate of one and one half times or twice his or her Regular Rate of Pay depending upon the time service is required.

An employee working 12:00 AM to 7:00 AM will be paid the one (1) hour minimum, as described above, per call at twice the employee's Regular Rate of Pay. If the call(s) exceeds one (1) hour, then payment will be for actual time worked, rounded (up or down) to the nearest fifteen (15) minutes.

### **c. Overtime**

It is the policy of the DWP to discourage Overtime for hourly employees except when necessitated by abnormal or unanticipated workload situations. The Overtime provisions in this section do not apply to Standby Duty. The DWP has the right to require Overtime to be worked as necessary. All Overtime must be approved in advance by the Department head or designee.

#### ***i. Definition***

In most cases DWP uses the FLSA definition. Overtime shall be defined as all hours actually worked in excess of forty (40) hours per week for hourly employees. For purposes of defining Overtime, paid Leave Time shall be considered as time actually worked (not required by FLSA). Overtime shall be reported in increments of full fifteen (15) minutes and is non-cumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals. All time worked on DWP holidays will be considered Overtime (not required by FLSA).

#### ***ii. Overtime Compensation***

Any employee authorized by the Department head or designee to work Overtime shall be compensated at least time-and-one-half his or her Regular Rate of Pay for all hours worked over forty (40) in a workweek, per FLSA. When the Department head requires the employee to work more than twelve (12) consecutive hours in a workday the employee shall be compensated at twice the employee's Regular Rate of Pay for each fifteen minutes in excess of 12 hours (not required by FLSA). Unpaid meal periods shall not create a break for purposes of meeting the twelve (12) consecutive hours in a workday. The twelve (12) consecutive work hours does not include travel time. Between the hours of 12:00 AM and 7:00 AM, the employee shall be compensated at twice the employee's Regular Rate of Pay.

#### ***iii. Meal Allowance***

A meal allowance worth \$15 (not required by FLSA) will be paid to any employee required to work ten (10) or more consecutive hours in a workday (unpaid meal periods shall not create a break for purposes of meeting the ten (10) consecutive hours in a workday).

#### **d. Retirement**

The DWP does not participate in Social Security. For Temporary employees, the DWP will establish an Accumulation Program for Part-Time and Limited-service Employees (APPLE) plan account. The employee will contribute 3.75% and the DWP will contribute 3.75% to the APPLE plan account. Employees participating in the APPLE plan are immediately vested.

### **3. LEAVE PROVISIONS**

#### **a. Paid Time Off**

DWP shall provide employee 26 hours of Paid Time Off (PTO) at the commencement of employment. Employees will receive an additional 26 hours of PTO at their anniversary date. Employees may carryover no more than 48 hours of PTO every calendar year.

- ii. Employee may begin using PTO immediately.
- iii. The rate of pay shall be the employee's Normal Hourly Rate.
- iv. If the need for paid leave is foreseeable, the employee shall provide reasonable advance notification to his or her supervisor. If the need for paid leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.
- v. Upon the written request of an employee, DWP may provide PTO for illness of employee or an employee's family member, for vacation leave, and other approved reasons.
- vi. Employee may not be terminated or retaliated against for using or requesting the use of accrued paid leave; and has the right to file a complaint if DWP retaliates.
- vii. Any PTO not used during the Temporary Employee's term will be paid out on his or her last paycheck.

### **4. MEDICAL BENEFITS – For Temporary Employees Continuously Working for DWP More Than Six Months in a Full-Time Capacity**

#### **a. Program Participants**

Temporary Employees who have worked for the DWP in a Full-Time capacity continuously for greater than 6 months will be Full Participants in the DWP medical insurance for the employee and his or her Eligible Dependents at no cost to the employee for HMO level coverage. Any additional costs in coverage for an employee and his/her eligible dependents electing PPO will be the responsibility of the employee to pay the difference between the cost of coverage and the DWP paid HMO plan. The temporary employee may only elect not to participate in the DWP benefits program upon providing proof of other coverage, but will not be eligible for any cash-in-lieu compensation.

## **b. Payment During PTO**

For program participants, the DWP will continue to pay the monthly contribution for medical insurance for each employee, and his or her Eligible Dependents, who is on an approved paid leave of absence according to FMLA requirements. After such time, the employee will be responsible for payment of premiums.

## **c. Payment of Premium for Workers' Compensation Leave**

For program participants, the DWP will pay medical contributions for each month or fraction thereof according to FMLA/CFRA and Worker's Compensation rules.

## **5. UNIFORMS AND SAFETY EQUIPMENT**

Any uniform and safety items required by the DWP shall be provided by the DWP. The DWP shall provide uniforms and laundering service at no cost to the employee required to wear a uniform. The DWP will not provide laundry service for DWP-provided jackets and T-shirts. The employee shall return any uniform item issued by DWP when it is worn out or the employee separates from the DWP.

Eye glasses will be reimbursed for replacement, if the loss or damage during duty is through no fault of the employee, not to exceed \$300 per incident.

## **6. DRESS CODE**

### **a. Provisions**

The DWP professional atmosphere is maintained, in part, by the image that employees present to residents, rate payers, and vendors. Employees are asked to use their common sense with regard to their dress and appearance and are expected to present a professional image. The employee should dress according to the requirements of his/her position. Attention should be paid to safety, DWP image, and customer interaction. If there are any questions as to what constitutes proper attire within a given department, the supervisor or General Manager should be consulted.

Listed below are the guidelines that will be used for all DWP employees with regard to the appropriate work attire.

### **b. Guidelines**

An employee's personal appearance, when completing their job and interacting with the public, reflects upon the DWP. As such, the DWP needs its employees to be as neat and clean as possible given their working conditions. Employees should observe good habits of grooming and personal hygiene. Any article of clothing displaying cartoons or language, except for the DWP logo, is not to be worn.



Employees who have uniforms furnished by the DWP are reminded that such uniforms are not a substitute for personal attire. These uniforms should only be worn during working hours unless specific approval is received from the General Manager or his/her designee.

Any questions or complaints regarding the appropriateness of attire should be directed to the Human Resources department. Decisions regarding attire will be made by the Human Resources department and the General Manager, not by individual departments or managers.

At the discretion of the Department Head, in special circumstances, such as during unusually hot or cold weather or during special occasions, or assignments, staff members may be permitted to dress in a more casual fashion than is normally required. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

Clothing with messages or artwork that would violate any harassment or discrimination policies is prohibited.

Under the discretion of the General Manager, Friday is designated as a casual day. Clean, un-torn, and non-frayed jeans are permitted for wear, as well as, clean tennis shoes.

In the event that inappropriate attire is worn to work, the employee may be asked to leave the workplace and promptly return to work in the appropriate attire.

Including, but not limited to:

<b>Appropriate</b>	<b>Inappropriate</b>
Dress pants, khakis, capris, work pants, non-indigo colored jeans	Sweatpants, exercise wear, shorts, indigo colored jeans
Dresses/skirts with professional length	Torn, frayed, or ripped clothing
Polo, DWP logo embroidered shirts, blouses, cardigans, sweaters, dress shirts, uniforms	Athletic t-shirts, sweatshirts, beachwear, crop tops, spaghetti strap shirts or bare shoulders, exercise tops, non-professional logos
Casual dress shoes, open-back shoes, slip-on shoes, work boots	Flip-flops, open-toed shoes (field employees), sporty or hiking sandals, tennis shoes (unless Dr. authorized and must be a solid neutral color)

The DWP allows employees to wear jewelry or display tattoos at the workplace or field within the following guidelines:

- Must not conflict with the employee's ability to perform his or her job effectively

- Must not violate any harassment or discrimination policies
- Must not lower productivity or cause a distraction in the work environment
- Must not generate excessive customer complaints

If excessive jewelry or visible tattoos present a conflict within the workplace, the employee, Human Resources, employee's supervisor, and the General Manager will discuss alternative options to resolve the conflict.

All dress code guidelines are up to the General Manager's discretion to determine what is best for the DWP work environment.

## **7. LUNCHEES AND REST PERIODS**

Employees shall be entitled to rest periods in accordance with the criteria established herein. Rest periods shall consist of one fifteen (15) minute work break in the first half of the work day and one fifteen (15) minute work break in the second half of the work day for each eight (8) hour work period. The two fifteen (15) minute rest periods per day shall include any travel time to and from the job site and food stores, restaurants, DWP yard, etc. Field and Non-Field Employees shall attempt to schedule their daily work to minimize travel time to and from their lunch periods. Employees required to work beyond their regular work day shall be granted reasonable work breaks as work allows.

## **8. SCHEDULING**

The Supervisor, Department Head, or designee shall have the right to modify an employee's work schedule in order to accommodate the DWP's need to accomplish specific work and/or special projects. Management may require temporary employees to be scheduled for Standby Duty when Regular Employees are unavailable.