

# BIG BEAR AIRPORT DISTRICT

**PERSONNEL MANUAL** 

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#### Introduction

Welcome! As an employee of Big Bear Airport District (BBAD), you are an important member of a team effort. We hope that you will find your position with BBAD rewarding, challenging, and productive.

This Personnel Manual is intended to explain the terms and conditions of employment of all full-time and part-time employees. Written employment contracts between BBAD and some individuals may supersede some of the provisions in the manual. Where not specifically modified by a contract signed by the Board President, the terms of the manual govern.

This manual summarizes the policies and practices in effect at the time of publication. This manual supersedes all previously issued manuals.

Questions about application, interpretation, or clarification regarding any specific policy or procedure is to be directed to the General Manager of the Big Bear Airport District.

Because such policies and procedures are subject to change, with or without prior notice, the information provided in this Personnel Manual is not intended to create a contract of employment, nor should it be construed as terms and conditions of a contract of employment with the District.

To the extent that any policy may conflict with federal, state or local laws, the District will abide by the applicable federal, state or local law.

The Big Bear Airport District reserves the right to suspend, revise, or revoke any of its policies and procedures at any time, with or without notice.

#### **Equal Employment Opportunity**

Big Bear Airport District is an equal opportunity employer and makes employment decisions on the basis of merit. BBAD's policy prohibits unlawful discrimination based on race, color, creed, age, gender, gender identity, gender expression, sex, sexual orientation, national origin or ancestry, religion, marital status, military or veteran status, pregnancy or related medical condition, physical or mental disability, medical condition, including genetic characteristics, or any other consideration made unlawful by applicable federal, state, or local laws.

BBAD maintains a zero tolerance of violations of this policy by any employee or any other persons doing business with BBAD and will take prompt and appropriate measures to enforce an atmosphere of non-discrimination in the workplace.

# **Immigration Law Compliance**

BBAD employs only United States citizens and non-citizens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form (I-9) and present appropriate documentation establishing identity and employment eligibility no later than three (3) days following date of hire. If appropriate documentation is not received within this time, the employment relationship will be terminated.

#### **Advertising Requirement for New Hire**

Advertising is required for the hiring of any full-time position and initially will be advertised locally for two weeks. Additional advertising will be at the General Manager's discretion.

Advertising is not required for the hiring of a part-time position; although, if the General Manager deems it necessary in order to find a qualified person, he/she may choose to advertise.

Advertising is not required for the hiring of a temporary employee who is, and shall remain, an at-will employee.

# **Nepotism**

In the best interest of the Big Bear Airport District and its staff, the hiring of close relatives will be discouraged. For the purpose of this policy, "close relative" is defined as husband, wife, mother, father, son, daughter, sister and brother.

# **Employment Physical Examination**

Any individual who is offered full-time, temporary or part-time employment shall be required to submit to a physician's examination and controlled substance test at District expense before he/she may begin work.

The examining physician will be provided a description of the job involved to assist in a determination of the individual's fitness to work.

Employment is contingent upon an employee's successful completion of the medical examination.

#### **Anti-Harassment & Anti-Retaliation**

The Big Bear Airport District strives to maintain a workplace that fosters mutual employee respect and promotes harmonious, productive working relationships. The District believes that harassment or discrimination in any form constitutes misconduct that undermines the integrity of the employment relationship. Therefore, the Big Bear Airport District maintains a strict policy prohibiting all forms of unlawful harassment, including sexual harassment and harassment based on race, color, religion, national origin, age, or any other characteristic protected by state or federal law. This policy applies to all agents and employees of the District, including supervisors and non-supervisory employees. It prohibits unlawful harassment of any form including verbal, physical and visual harassment. It also prohibits retaliation of any kind against individuals who file valid complaints or who assist in a District investigation.

Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either

- submission to the offensive conduct is either an explicit or implicit condition of employment, status or promotion;
- submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee;
- the conduct has the purpose or effect of substantially interfering with an employee's work performance or creates an intimidating, hostile, or offensive work environment;
- submission to, or rejection of, the conduct is the basis for any decision affecting benefits, services, programs, or other available activities.

Unlawful harassment/abusive conduct may take other forms, including:

- repeated infliction of verbal abuse, such as the use of derogatory remarks, insults or epithets, that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.
- physical conduct, such as assault, blocking normal movement, or interference with work directed at an employee because of the employee's sex or other protected characteristic;
- visual conduct, such as derogatory posters, cartoons, drawings or gestures.

A single act shall not constitute abusive conduct, unless especially severe and egregious. Any employee who believes he or she has been harassed by a co-worker, supervisor, or Director of the District should firmly and clearly tell the person engaging in the harassing conduct that it is unwelcome, offensive and should stop at once. The person should also promptly report the occurrence to the General Manager or the President of the Board of Directors if the harassing conduct involves the General Manager. The District will promptly and thoroughly investigate the claims, either through its own personnel, or through a contract investigator.

Disciplinary action, up to and including termination, will be taken against any employee who engages in harassing behavior. The District will conduct its investigation in as confidential a manner as possible. A timely resolution of each complaint will be reached and communicated to the employee and the other parties involved. Appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination and/or harassment. Retaliation against any employee for filing a complaint or participating in an investigation is strictly prohibited. However, any employee who knowingly makes a false claim of harassment and/or discrimination will be subject to corrective action, up to and including, termination.

By January 1, 2021, Big Bear Airport District, along with all employers in the State of California with five or more employees, must provide training and education regarding sexual harassment. Supervisory employees must complete two hours of classroom or other effective interactive training. Nonsupervisory employees must complete one hour of classroom or other effective interactive training. Thereafter, each employee must complete training once every two years.

#### **Employee Classification Definitions**

- A. Regular Employee: ~ An employee who has completed probation and is assigned to a position which has been established on a permanent year-round basis requiring work on a regular basis. Such employees are appointed with the reasonable expectation that their position will continue on a career basis, provided funding is available and allocated. Regular employees who are members of CalPERS are eligible for all employer-sponsored benefits. ~ An employee whose normal assigned work hours equal a full 40-hour work week, or the equivalent thereof, as agreed.
- B. <u>Part-time Employee:</u> ~ An employee whose normal assigned work hours are less than a full 40-hour work week. Appointment on a regular part-time basis may be made if the assignment requires a maximum of 19 hours work per week on a permanent year-round basis.
- C. <u>Temporary Employee:</u> ~ A part-time or full-time employee whose position is funded on a seasonal or other special time period basis. Employee benefits are not provided. This classification does not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the District and, therefore, either the employee or the District can terminate the employment relationship at will, at any time, with or without cause or advance notice. An employee will not change from temporary status or classification simply because of the length of time spent as a temporary employee. The status of a temporary employee may change only if the employee is notified of the change of status, in writing, by the General Manager.

# POSITION TITLE: General Manager (including duties of Operations & Maintenance Manager)

#### **General Job Description**

This position is in charge of the overall administrative, operational and financial management responsibilities of a seven day per week, twenty-four hours per day, general aviation airport, under the direction of the Big Bear Airport Board of Directors.

Areas of responsibility for the General Manager include, but are not limited to: supervision and safety of field operations, equipment maintenance, fee collections, lease management, hangar rentals, staff training and personnel scheduling. The position is exempt, as that term is defined under the Fair Labor Standards Act, is not eligible for compensation for overtime, and is subject to personnel rules as outlined in the Personnel Manual.

#### Prerequisite Qualifications:

- Excellent people skills
- Excellent verbal and written communication skills
- Ability to perform all staff functions on an as needed basis.
- Obtain/possess a valid California Driver's License.
- Bondable.
- Minimum of five years' experience in airport management.
- Bachelor's Degree from an accredited college or university in Aviation Management, Business Administration, Public Administration or a closely related field or 10 years equivalent experience.
- Experience with public agency organization and operations.
- Working knowledge of airport systems; experience with FAA requirements and projects. Ability to read and understand complex manuals and instructions for equipment operation and maintenance.
- Ability to relate cooperatively with the public, Directors, and personnel.
- Must pass a comprehensive background check.

#### **Desired Qualifications:**

- An Accredited Airport Executive (A.A.E.) designation issued by the American Association of Airport Executives.
- Airport Certified Employee (A.C.E.), Certified Member (C.M.)
- A valid Federal Aviation Administration pilot's certificate or aircraft dispatcher license.

#### **Essential Job Duties:**

- Manage airport operations within applicable laws, regulations and safety procedures.
- Promote safety in airport operations and services.
- Coordinate and support noise mitigation measures.
- Ensure compliance with OSHA standards, environmental regulations including stormwater, hazardous materials, and wetlands preservation.
- Prepare and present agenda items for Board meetings.
- Hire, supervise training and schedule staff to maintain airport operations, safety and security.
- Prepare the annual budget and assume responsibility for the proper accounting for all revenue-related items in accordance with established procedures.
- Coordinate planning, directing and scheduling of annual and long-range capital improvement programs.
- Assist engineers and other professionals in the design and development of more complex projects.
- Participate in pre-bid and pre-construction projects.
- Supervise maintenance of all airport equipment.
- Maintain positive working relationship with airport tenants, associations, customers, the local community and community entities.
- Market airport to prospective tenants and business entities.
- Research, compile, organize and interpret a wide variety of data and make oral and written presentations.
- Write local operating instructions, personnel performance reports, safety reports, operational status reports and other documents necessary for the administration of the airport.

# **Reporting Relationship:**

• Works under the direction of the Board of Directors.

#### Basic Work Hours:

• 40-hour work week with 24-hour on call status.

#### Compensation Range: (updated 7/1/23)

• Under Discretion of the Board of Directors

#### Benefit Package:

- Employer contribution to medical, dental, vision and life insurance.
- Participate in CalPERS retirement system.
- Earn vacation and sick time.
- Employer matched contributions to 457 Deferred Compensation Plan.
- Five (5) floating holidays.
- For at least one year, any person already vested on the Operations and Maintenance Manager position who assumes this position may return to that position in the event that the General Manager position is separated from this combined position or upon the Employee's own request.

# **Environmental Demands:**

- Outside: Work outside in a variety of weather conditions.
- Inside: Usually works indoors in temperature-controlled environment.

#### POSITION TITLE: MAINTENANCE WORKER I, II, AND III

#### General Job Description:

The Maintenance Worker position is part of a career series for Maintenance Worker I (Trainee), II (Journey Level), and III (Supervisor). Classifications in this series perform a wide variety of unskilled, semi-skilled and skilled work in all phases of snow removal, airfield lighting, grounds, and vehicle/equipment maintenance and construction of airfield and airport facilities; and do other related work as required.

#### Classifications and Compensation:

•	Maintenance I	(\$26.00 to \$36.00 hourly)	(Trainee) (updated 7/1/22)
•	Maintenance II	(\$29.00 to \$40.00 hourly)	(Journey Level) (updated 7/1/22)
•	Maintenance III	(\$35.00 to \$47.00 hourly)	(Supervisor) (updated 7/1/22)

#### Prerequisite Qualifications:

- Obtain/Possess a valid California driver's license
- Minimum of five (5) years' experience in the same or related fields
- Proof of identity and employment authorization
- Bondable

#### **Essential Job Duties:**

#### Maintenance Worker III

Lead, provide supervision and direction to Maintenance Workers I and II

#### All Classifications (Maintenance Workers I, II and III):

- Read and understand complex manuals and instructions for equipment operation and maintenance
- Physical and mechanical ability to service and repair all District vehicles and equipment, including but not limited to, transportation vehicles, various snow removal types of vehicles and equipment, and other field maintenance equipment, as required
- Operate all District equipment proficiently
- Repair of all airport lighting including building, runway, taxiway, and 55' hazard beacons that will require climbing hills and poles
- Ground duties including mowing, weed abatement, asphalt repair and general grounds clean up

- Custodial duties include clean restrooms, clean terminal, remove trash, washing windows, and vacuuming
- Unicom operator and light clerical office duties
- Snow removal on airport property
- Effective oral and written communication skills
- Ability to relate cooperatively with the public, Directors, and other airport personnel
- Other duties as assigned

#### Possess the knowledge to perform routine maintenance in the following fields:

- Electrical
- Plumbing
- Carpentry
- Painting
- Hangar repair
- Heating and air conditioning
- Arc welding/Mig welding
- General maintenance to Terminal Building.
- AWOS (Automated Weather Observation System)

## Reporting Relationship:

• Work under the direction of the Operations and Maintenance Manager

#### (Full-time only) Basic Work Hours and Benefit Package

- 40-hour week, as scheduled, overtime may be necessary during adverse weather or natural emergencies, and hours may be unpredictable
- Must be able to work Saturdays, Sundays, and holidays when scheduled
- Employer contribution to medical, dental, vision, and life insurance
- CalPERS retirement
- Vacation and sick time
- Employer matched contributions to 457 Deferred Compensation Plan

# (Part-time only) Basic Work Hours and Benefit Package

- Schedule not to exceed 1000 hours per fiscal year (approximately 20 hours/week)
- Must be able to work Saturdays, Sundays, and holidays when scheduled
- Accrual of paid sick leave
- 457 Deferred Compensation Plan

# **Environmental Demands**:

• Outside: Able to work outdoors in all weather

# **Physical Requirements:**

- Ability to lift objects ranging from 10 to 80 pounds.
- Ability to repeatedly climb, carry, balance, kneel, squat, crawl, twist, stretch, bend at the waist, reach, grasp, push and pull.
- Must successfully pass pre-employment physical, including drug testing paid for by the District

#### POSITION TITLE: ADMINISTRATION MANAGER

#### **General Job Description:**

The Administration Manager is responsible for the operation of the administrative office to provide the best possible level of service in assisting customers, pilots, and visitors at the Airport; performing all duties of a full-service bookkeeper, supervisor for Administrative Analyst and Administrative Assistant positions, as well as other managerial and secretarial duties.

The position is exempt, as that term is defined under the Fair Labor Standards Act, and is not eligible for compensation for overtime.

#### Prerequisite Qualifications:

- Proficient with computer programs: Windows, QuickBooks, Excel, and Word
- Proficient in all aspects of accounting controls and procedures
- Experience in a secretarial/clerical position
- Excellent people skills
- Excellent verbal and written communication skills
- Obtain/possess a valid California driver's license
- Proof of identity and employment authorization
- Bondable

#### **Essential Job Duties:**

- Maintains employee records; is versed in all aspects of employee benefits and remains current regarding same
- Performs financial bookkeeping for all aspects of Airport business:
  - Fuel transactions, inventory and cost of goods sold
  - Payroll records
  - Accounts payable and accounts receivable
  - o Prepaid revenue and expense
  - Annual Sales Tax returns & Monthly Dealer Fuel Tax returns
  - Monthly invoicing
  - Bank deposits and statement reconciliation
  - Petty cash reconciliation
  - o Annual budgets including Operating Budget and Capital Improvement Plan
  - o Annual 1099s

- Monthly financial reports
- Monthly Credit Card statements reconciliation
- Provides consultation to Manager to facilitate the timely and appropriate preparation of each Division's budget
- Monitors Department expenditure activity to ensure compliance with approved budgetary authority
- Processes federal and state grant drawdowns
- Prepares Local Government Compensation and Census reports
- Interprets and explains policies, procedures, and regulations to District staff
- Coordinates annual financial audit with independent auditor
- Administers hangar, tie-down and auto rental agreements/leases:
  - Maintains tenant records
  - Monitors tenant compliance with current rental agreement/lease requirements
- Maintains souvenir inventory & tracks sales for future purchases
- Operates various pieces of office equipment, including computers, various printers, copy machine, calculator, typewriter, fax, etc.
- Administers enrollment and separation/termination process for employees (full-time) eligible for CalPERS benefits
- Files reports with CalPERS each pay period to maintain retirement and supplemental income (457) accounts of all employees
- Enrolls eligible employees in medical, dental/vision and life insurance plans
- Meets periodically with General Manager to ensure adequate staffing levels and assists in hiring process
- Creates monthly tenant invoicing
- Supervises and directs the work of two Administrative Analysts and evaluates their performance annually.
- Develops and implements goals and objectives for the administrative services
- Provides professional technical support and assistance to staff when appropriate
- Evaluates auditing procedures on a regular basis and makes adjustments when appropriate to ensure compliance with applicable laws and regulations
- Designs, implements, and administers recruitment and selection activities, including application review, testing arrangements, candidate communication, and on-boarding
- Other duties as assigned

#### Reporting Relationship:

- Reports to the Airport General Manager
- May be designated as the Acting Airport General Manager in the absence of the General Manager
- Supervises Administrative Analyst & Administrative Assistant positions

# **Basic Work Hours and Benefit Package**:

- 40 hours per week, as scheduled, and as may be required by the needs of the Airport
- Employer contribution to medical, dental, vision and life insurance
- CalPERS retirement
- Vacation and sick time
- Employer-matched contributions to 457 Deferred Compensation Plan

#### **Compensation Range:**

• \$85,000 to \$138,000 annual salary (updated 7/1/22)

#### **Environmental Demands:**

• Inside: Usually works indoors in a temperature-controlled environment

## **Physical Requirements:**

 Must successfully pass pre-employment physical, including drug testing paid for by the District

#### POSITION TITLE: ADMINISTRATIVE ANALYST

#### **General Job Description:**

Areas of responsibility include, but are not limited to, the daily completion of assigned customer service and administrative tasks, duties and responsibilities, under the direction of the Administration Manager. Will perform a variety of activities in the analyzing, designing, and evaluating programs within the airport. May have responsibilities in coordinating administrative activities, and performing other related work. Problem solving skills are required.

The ideal candidate is a customer-focused employee who provides various services to the users of the airport and maintains a high level of safety awareness at all times. He/she should be very skilled at collecting and analyzing data and be able to provide detailed reports. Should possess strong presentation abilities and public speaking skills. This individual will work with other employees to build teamwork, gain knowledge of the airport and FBO industry, and ensure that our customers' first and last impression of the airport will make them want to return.

#### Prerequisite Qualifications:

- Excellent people skills
- Proficient with computer programs: Windows, QuickBooks, Excel, and Word
- Previous secretarial/clerical and customer service experience preferred
- Excellent verbal and written communication skills
- Obtain/possess a valid California driver's license
- Must complete Customer Service, Safety & Security (CSSS) Training Course within one month of employment (District provided - currently NATA Safety 1st)
- Proof of identity and employment authorization
- Bondable

#### Essential Job Duties:

- Tracks insurance records and keeps all tenants' files updated
- Enters and updates information in airport lease management software program
- Maintains records of availability of hangars and tie-downs
- Maintains current registration of tenant vehicles
- Monitors tenant compliance with current insurance requirements
- Maintains tenant database
- Maintains airfield gate access software system

- Processes accounts receivable and payable
- Receives and responds to complaints
- Creates Invoices
- Produces detailed reports, and presents them publicly, as required, utilizing strong public speaking skills
- Performs complex research and analysis in support of special projects, and other standard department operations
- Plans, organizes and completes assignments from management staff with minimal supervision and direction
- Monitors and tracks project activities, including expenditure and revenue activity, and compliance reporting

#### **General Responsibilities:**

- Meets and greets customers upon entrance into the FBO
- Provides customers with professional service and assistance
- Builds friendly and professional relationships with customers and tenants
- Answers the telephones in a timely and professional manner
- Processes customer purchases and fuel transactions
- Works closely with maintenance personnel and pilots to ensure that the FBO has met all customer service needs
- Communicates fueling and other aircraft needs to maintenance personnel via radio
- Provides weather advisories and service requests on Unicom, as required
- Enforces security regulations
- Assists in keeping FBO facility clean and presentable at all times
- Orders and displays customer service amenities and souvenir items
- Maintains hangar, vehicle parking and storage unit waiting lists
- Reconciles fuel, and maintains a daily/monthly fuel log (sales, inventory, etc.)
- Prepares annual reports San Bernardino County Assessor Aircraft Form AH-577-B - List of Aircraft and Aircraft Form AH-577-C - Occupant Listing Reports
- Maintains filing system
- Updates airport website and social media platforms
- Performs a variety of professional analytical work in support of administration
- Other duties as assigned

# General Responsibilities: (as Board Secretary, if assigned)

- Acts as Secretary to the Board of Directors
- Prepares agendas for the Regular and Special Board of Director meetings, workshops and committee meetings & posts them to the website and other locations, as required

- Prepares and posts minutes for the Board of Directors meetings
- Issues candidates' papers for Airport Board of Directors elections
- Provides orientation materials to new Directors
- Works closely with legal counsel to ensure all Board communications, resolutions, meetings and other activities are in compliance with applicable state and local laws
- Oversees and participates in Board records and supervises the recordation of documents; maintains files of all Board resolutions, motions and actions and ordinances. Records and documents theminutes
- Assists Directors with obtaining all relevant information needed to efficiently and effectively carry out their assigned duties
- File required documents with Registrar of Voters (Form 700, etc.)
- Tracks and ensures currency of all required documentation for Directors, General Manager and Board Secretary (AB 1234, AB 1825, etc.)

#### Reporting Relationship:

- Reports to the Administration Manager
- As Board Secretary, reports to General Manager and/or to Board President

#### Basic Work Hours and Benefit Package:

- 40-hour week, as scheduled, overtime may be necessary during adverse weather or natural emergencies, and hours may be unpredictable
- Must be able to work Saturdays, Sundays, and holidays when scheduled
- Employer contribution to medical, dental, vision, and life insurance
- CalPERS retirement
- Vacation and sick time
- Employer matched contributions to 457 Deferred Compensation Plan

#### Compensation Range:

• \$28.00 to \$41.00 hourly (updated 7/1/22)

#### **Environmental Demands:**

• Inside: Usually works indoors in a temperature-controlled environment

#### Physical Requirements:

 Must successfully pass pre-employment physical, including drug testing paid for by the District

#### POSITION TITLE: ADMINISTRATIVE ASSISTANT

#### **General Job Description:**

Areas of responsibility include, but are not limited to, the daily completion of assigned customer service and administrative tasks, duties and responsibilities, under the direction of the Administration Manager.

The ideal candidate is a customer-focused employee who provides various services to the users of the airport and maintains a high level of safety awareness at all times. This individual will work with other employees to build teamwork, gain knowledge of the airport, and ensure that our customers' first and last impression of the airport will make them want to return.

#### Prerequisite Qualifications:

- Excellent people skills
- Proficient with computer programs: Windows, QuickBooks, Excel, and Word
- Previous secretarial/clerical and customer service experience preferred
- Excellent verbal and written communication skills
- Obtain/possess a valid California driver's license
- Must complete Customer Service, Safety & Security (CSSS) Training Course within one month of employment (District provided—currently NATA Safety 1st)
- Proof of Identity and employment authorization
- Bondable

#### **Essential Job Duties:**

- Interacts with fly-in & walk-in customers, assists with ground transportation, customer purchases & fuel transactions
- Provides information about the airport and Big Bear in general (tourist attractions, restaurants, etc.)
- Communicates with pilots via Unicom, as required
- Assists new tenants with rental agreements
- Provides information to prospective tenants about wait list; assists with completion of wait list application
- Enters and updates information in airport lease management software program
- Maintains filing system
- Other duties as assigned

# **General Responsibilities:**

- Provides customers with professional service and assistance
- Builds friendly and professional relationships with customers and tenants
- Answers the telephones in a timely and professional manner
- Processes customer purchases and fuel transactions
- Communicates aircraft needs with maintenance personnel via radio
- Provides weather advisories and service requests on Unicom, as required
- Enforces security regulations
- Assists in keeping FBO facility clean and presentable at all times
- Restocks customer service amenities and sales items

#### Reporting Relationship:

• Reports to the Administration Manager

#### Compensation Range:

• \$26.00 to \$37.00 hourly (updated 7/1/22)

#### (Full-time only) Basic Work Hours and Benefit Package

- 40-hour week, as scheduled, overtime may be necessary during adverse weather or natural emergencies, and hours may be unpredictable
- Must be able to work Saturdays, Sundays, and holidays when scheduled
- Employer contribution to medical, dental, vision, and life insurance
- CalPERS retirement
- Vacation and sick time
- Employer matched contributions to 457 Deferred Compensation Plan

#### (Part-time only) Basic Work Hours and Benefit Package

- Schedule not to exceed 1000 hours per fiscal year (approximately 20 hours/week)
- Must be able to work Saturdays, Sundays, and holidays when scheduled
- Accrual of paid sick leave
- 457 Deferred Compensation Plan

#### **Environmental Demands:**

• Inside: Usually works indoors in temperature-controlled environment.

#### 1. Physical Requirements:

 Must successfully pass pre-employment physical, including drug testing paid for by the District.

#### **Probationary Period**

Other than a temporary employee, all new or promoted employees work in a probationary status for a six-month period. This "getting acquainted" period gives the General Manager the opportunity to determine the ability with which the employee performs his/her job. It also provides the employee with the opportunity to decide if he or she is satisfied with the position. The General Manager reserves the right to extend the duration of the probationary period, at his sole and absolute discretion, when such an extension is determined appropriate.

Upon completion of the probationary period, a performance evaluation will be conducted to determine the advisability of continued employment. An employee who successfully completes the probationary period will be notified in writing that he or she has become a regular full-time or a regular part-time employee.

New full-time employees are not eligible for health, vision, dental, or life insurance until two (2) months of the probation period have been completed. Notwithstanding, temporary employees shall not serve a probationary period but shall remain temporary and at-will.

#### **Attendance**

Attendance and punctuality are important to the efficient operation of any business. Good attendance and punctuality are essential components of solid employee performance and are measured by objective standards. Regular attendance and punctuality are expected of all employees. If an employee is unable to report to work, or will be more than 30 minutes late, the individual must notify the General Manager or designee as far in advance as possible of the time assigned for reporting to work so that any necessary replacement or other arrangement can be made. When reporting an absence, a reason and the expected date of return to work must be given; and, if a return date is unknown, a call will be required each day.

Any employee who is on an excused absence for three or more days due to illness or injury may be required to submit a doctor's release in order to return to work.

Excessive absenteeism or any absence without notice will result in disciplinary action and possible discharge. Any employee who is absent for four (4) or more consecutive days, without reporting or calling the District, will be considered to have voluntarily resigned without notice as of the close of the fourth day unless a reasonable explanation is offered and accepted by the District.

#### **Performance Evaluation**

Performance evaluations provide an objective, consistent and fair way to evaluate each employee's on-the-job effectiveness. The evaluation process should inform employees of their standing in the organization and communicate expected standards of performance. It is also used to discuss work standards, recognition for effective performance, areas where improvement is needed, as well as possible development for future potential or other opportunities.

The General Manager, or designated representative, shall conduct a performance evaluation of each employee within thirty (30) days of his/her employment anniversary date; or, as soon thereafter as possible, but no later than sixty (60) days after the anniversary date, or, more often should it become necessary.

Performance evaluations shall be in writing on forms prescribed by the General Manager. Evaluations will be reviewed in a private meeting with the employee and will be signed by the evaluator. Employees will be provided the evaluation to read, sign, and then also receive a copy. An employee's signature on his/her Performance Evaluation Form only acknowledges that it has been reviewed with the employee. Employees are encouraged to attach an addendum with written comments that they wish to be included with their performance evaluations. The Performance Evaluation Form, together with any employee comments, will become a part of the employee's personnel file.

#### **Employees Required to Drive on District Business**

Employees who are required to drive a District vehicle or their own vehicle on District business will be required to show proof of a current, valid driver's license, as well as registration and insurance of their own private vehicle. Employees who drive their own vehicles on District business will be reimbursed at the approved IRS rate. If an employee is involved in an auto accident while driving his or her own vehicle on District business, the employee's personal automobile coverage would be the primary source of financial recovery. If an accident involving an employee's personal vehicle on District business is serious and the liability exceeds the employee's personal auto insurance policy limits, other financial recovery may be available to the injured parties. This source (of excess recovery) would be Special District Risk Management Authority (SDRMA), and, if the accident occurred while carrying out work duties, the District's liability coverage may apply.

#### **Reimbursement for Training, Education and Conferences**

Members of the staff are encouraged to attend educational conferences and professional meetings when the purpose of such activities is to improve District operation. Hence, with prior approval of the General Manager, there is no limit as to the number of employees attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

It is the policy of the District to encourage staff development and excellence of performance by reimbursing expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District.

Reimbursement, when appropriate, shall include expenses for lodging and travel. Mileage for use of a personal vehicle will be paid in accordance with IRS guidelines. Travel meal allowance will be reimbursed at no greater than \$75.00 per day. If an advance is requested prior to the employee leaving, the Administration Manager will issue a check. Notwithstanding, an expense form and receipts are required upon return, and the employee must reimburse the District for any amount paid for which there is no receipt.

#### **Pay Periods**

The salaries and wages of all District employees shall be paid bi-weekly. In the event a payday falls on a holiday, the following working day shall become the payday.

#### **Hours of Work**

The regular hours of work each day shall be consecutive except for interruptions for meal periods. The work week shall consist of seven (7) consecutive days from 12:01 AM Sunday, through midnight Saturday.

#### **Time Reporting**

All exempt and non-exempt employees must record their daily hours worked on the time card provided for record-keeping purposes. Time cards should be filled out daily. Each employee is responsible for accurate recording of his/her time. Marking another employee's time card in or out is a violation of District policy and may be grounds for immediate termination.

#### **Overtime Compensation**

For non-exempt regular employees, time and one-half payment of the employee's base hourly rate, shall be given for hours worked in excess of eighty (80) hours every two weeks except as otherwise agreed in writing by the District and employees and as allowed by the Fair Labor Standards Act (FLSA).

#### **Call-Out Pay**

If a non-exempt regular employee leaves the District's premises after completing his/her scheduled work shift and is called back to the District's premises to perform an emergency repair or emergency maintenance of facilities, or if an employee is called out on a scheduled day off, the employee will be entitled to call-out pay for the time spent on the emergency work and will be compensated at the overtime rate of pay. All employees will receive a minimum of two (2) hours of overtime pay for each callout assignment.

# **Stand-By Pay**

When impending weather conditions dictate, employees may be required to remain available for work within a fifteen to thirty-minute response time. When on stand-by status, alcohol use is prohibited. For non-exempt regular employees, stand-by hours will be paid at the minimum hourly rate, per California State Law. Stand-by hours will be scheduled by the Maintenance III Supervisor and approved by the General Manager.

#### Flexible Benefit Plan - Health and Welfare Benefits

#### Medical, Dental and Vision Insurance

The District shall provide each employee with an annual not to exceed amount for the cost of medical, dental and vision insurance for employees and dependents, to cover non-occupational injuries and sickness. The scope of coverage and the payment of premiums are subject to periodic review and revision by the Board of Directors at its sole discretion. The providers and amount of coverage may be changed by the Board.

When an employee is on medical or family emergency unpaid leave, the District will continue all medical and PERS contributions for one month after the last full pay period the employee worked. An employee shall not be eligible for this benefit more than once in a 12-month period. The District may approve under special circumstances to continue medical and PERS contributions. The employee would be required to repay the District through payroll deductions after returning to work. The method of repayment will be determined by the Administration Manager.

An employee may elect to opt-out of District-provided medical insurance coverage if he/she can provide proof of continuous medical insurance through another source. For example, another source of medical insurance may be through a spouse's employer, retirement medical coverage through a previous employer, etc. With the exception of Medicare, it is not the intent of this policy to allow an employee to opt-out of coverage to seek state or federal subsidized medical insurance.

#### **Life Insurance**

The District shall provide each full-time employee with term life insurance in the amount of \$100,000.00. Additional information can be obtained at <a href="https://www.reliancestandard.com">www.reliancestandard.com</a>.

#### **Accidental Death and Dismemberment Insurance**

The District shall provide each full-time employee with accidental death and dismemberment insurance in the amount of \$100,000.00. Additional information can be obtained at <a href="https://www.reliancestandard.com">www.reliancestandard.com</a>.

The following benefits shall apply to regular employees who are members of CalPERS in all classifications:

#### **Retirement Plan**

Upon achieving regular full-time employee status, employees shall be enrolled in the District's employee retirement plan. In addition, any part-time employee hired to work more than 1,000 (one thousand) hours per year would be eligible for enrollment with California Employee Retirement System.

Employees hired before January 1, 2013 are considered Classic employees in the PERS system. Full-time Classic District employees are vested in the CalPERS retirement program after five (5) years of employment and are eligible at age 55 for retirement. The District will pay the employees' portion of the pension contribution (EPMC) according to the PERS contract. The contribution rate will be determined by action (resolution) of the Board.

The formula used to determine an employee's annual retirement amount is determined by multiplying the number of years worked by two percent (2%). That answer is then multiplied by the highest paid 12 consecutive months of employment of the employee at retirement. For example, a District employee with 20 years of service who earns a salary of \$40,000 would multiply the 20 years by two percent (2%). That number is multiplied by the \$40,000 salary to reach a total of \$16,000 annual payment upon retirement.

Employees hired on or after January 1, 2013 are considered PEPRA employees, named for the Public Employees' Pension Reform Act. Full-time PEPRA District employees are vested in the CalPERS retirement program after five (5) years of employment and are eligible at age 62 for retirement. Employer Paid Member Contributions (EPMC) are prohibited for PEPRA employees.

As for Classic members, the formula used to determine an employee's annual retirement amount is determined by multiplying the number of years worked by two percent (2%). However, for PEPRA employees, that answer is then multiplied by the highest average annual pensionable compensation earned by a member during a period of 36 consecutive months. Additional details of the District employee retirement program can be obtained at <a href="https://www.calpers.ca.gov">www.calpers.ca.gov</a>.

#### **Deferred Compensation**

The District will match <u>full-time</u> employee contributions to the CalPERS 457 deferred compensation program up to \$250 per month (\$115.38 per pay period).

#### **Holidays**

The following are paid holidays which shall be observed by paid time off for all full-time probationary and full-time regular employees of the District.

- 1. New Year's Day (January 1)
- 2. Presidents Day (Third Monday in February)
- 3. Easter
- 4. Memorial Day (Last Monday in May)
- 5. Independence Day (July 4)
- 6. Labor Day (First Monday in September)
- 7. Thanksgiving Day (Fourth Thursday in November)
- 8. Day after Thanksgiving
- 9. Christmas Eve
- 10. Christmas Day (December 25)

For all eligible employees, the following shall apply: when a paid holiday falls on Sunday, the following Monday shall be deemed the paid holiday; when a paid holiday falls on a Saturday, the previous Friday shall be deemed the paid holiday. When a paid holiday falls on an employee's scheduled day off, the following work day shall be deemed the paid holiday.

All non-exempt full-time employees who are regularly scheduled to work 40 hours per week shall be eligible for holiday compensation.

Any non-exempt full-time employee who is required by the District to work on a holiday shall receive compensation at the normal pay rate for a paid holiday plus overtime compensation in the amount of one and one-half of the employee's regular rate of pay for all hours worked. Any full-time employee who is on vacation or paid leave of absence for illness when a holiday occurs will not be charged for that day.

#### **Vacation**

Vacation is accrued as defined below. The maximum vacation unused balance is 480 hours, at which time the accrual of vacation is suspended. At termination of employment for any reason, the District shall compensate the employee for the accumulated time at straight time rate of pay at the time of termination. This policy shall apply to full-time regular employee classifications.

Vacation is earned as a condition of regular employment and is for the recreation and well-being of the employee. Employees eligible for vacation benefits shall accrue, on a prorated basis, vacation for completed pay periods. Such vacation allowance shall be available for use on the first day following the payroll period in which it is earned.

Length of Service	Annual Vacation	Per Pay Period
From Anniversary Date	Allowance	
Through 4 years	80 hours	3.07
Over 4 years through 9 years	120 hours	4.61
Over 9 years	160 hours	6.15

Any full-time employee who has accrued twelve (12) years of service with the District shall be entitled to an additional two paid floating holidays per calendar year. Such holidays must be taken as time off after approval of the General Manager.

Vacation shall be taken only with the prior approval of the General Manager.

# **Payment of Vacation Time**

District employees are eligible for payment of accrued vacation, at separation and on an annual basis during employment.

At separation, the District will pay the employee for accrued time at the employee's final base pay as outlined in the chart below. When separation is caused by the death of an employee, payment for accrued vacation time shall be made to said employee's designated beneficiary.

Employees are eligible for annual payment of vacation during employment. Annual payment of accrued vacation will be limited to the amount in excess of 160 hours at the time the request is submitted. Requests shall be submitted by the employee to request payment of vacation.

<u>Caution</u>: An employee exercising the buy-down option will be subject to additional taxes, which are the sole responsibility of the employee.

Vacation Time	Payment at Separation	Annual Payment	Requirements
Vacation	100% of vacation time	Not to exceed 80 hours during any 12-month period.	Payment is limited to the amount of vacation in excess of 160 hours

Any full-time employee who receives a service-related disability retirement due to permanent incapacity to work shall be entitled to 100% payment of accrued vacation if they elect such service-related disability retirement in lieu of exhausting accrued vacation benefits.

#### **Sick Leave Policy for Full-time Employees**

Full-time employees earning 80 or more hours per pay period shall accrue sick leave for each payroll period completed, prorated on the basis of 96 hours per year, or 3.69 hours per pay period. Sick leave with pay is an insurance or protection provided by the District to be granted in circumstances of adversity to promote the health of the individual employee or his or her family.

A doctor's certificate or other adequate proof of illness may, in the interest of the District, be required for any employee taking more than three (3) consecutive days of sick time for illness.

- Full-time employees shall receive compensation from the District in accordance with the following: Upon termination, death, or retirement after five (5) years of service, a "management" employee, or the estate of the employee, will be paid for 100% of his/her unused sick leave accrued to the date of approval of this policy at his/her rate of pay at the date of separation. After the approval date of this policy, a "management" employee, or the estate of the employee, will be paid for his/her unused sick leave, accrued to the date of separation, at his/her rate of pay at the date of separation, according to the formula below.
- Upon termination, death, or retirement after five (5) years of service, a "regular" employee, or the estate of the employee will be paid for his/her unused sick leave, accrued to the date of separation, at his/her rate of pay at the date of separation, according to the formula below.

Sick Leave Accrued as of Termination,	Cash Payment Percent of Hours
Death or Retirement	of Accrued Sick Leave
5-9 years	25%
10-14 years	35%
15-19 years	45%
20 or more years	55%

• According to the District's contract with CalPERS, any employee will also have the option to convert any unused sick leave to service credit according to the following formula:

Hours of unused accrued sick leave/8 = days of sick leave Days of sick leave  $\times .004$  = years of service credit  Any full-time employee who receives a service-related disability retirement due to permanent incapacity to work shall be entitled to 100% cash payment of accrued sick leave if he/she elects such service-related disability retirement in lieu of exhausting accrued sick leave benefits.

#### **<u>Sick Leave Policy for Part-time and Temporary Employees</u>**

A part-time or temporary employee begins to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment. An employee is not eligible to begin using any accrued paid sick leave until after 90 days of employment with the Agency.

A part-time or temporary employee is only allowed to use up to a maximum of 3 days or 24 hours, whichever is greater, of paid sick leave in a 12-month period. An employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

A part-time employee can only accrue paid sick leave up to a cap of 6 days or 48 hours, whichever is greater, ongoing. Sick leave does not accrue once the cap is reached, but accrual begins again when accrued sick leave drops below the cap. Any unused accrued paid sick leave carries over year to year while continuously employed.

A part-time employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the District. If an employee separates from District employment and is re-hired by the District within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated. However, if a rehired employee had not yet worked the requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the District before any paid sick leave can be used.

#### **California Paid Family Leave**

This policy is offered to all full-time employees through the Employment Development Department of the State of California. The program provides up to six weeks of <u>partial</u> pay to employees who take time off from work to care for a seriously ill family member or to bond with a new child entering the family through birth, adoption, or foster care placement. This program may be used in conjunction with short term disability insurance. Additional <u>unpaid</u> leave may be available through state and federal programs such as the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the New Parent Leave Act (NPLA).

Additional information is available through the Administration Manager.

#### **Bereavement Leave**

This policy applies to all regular full-time and part-time employees.

In the event of a death in the immediate family, an employee may be granted a paid leave of absence not to exceed three (3) days.

"Immediate family" is defined as being spouse, parents, step-parents, children or stepchildren, brother, sister, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law or any other person who is a legal dependent of the employee.

#### **Military Leave**

Employees of the Big Bear Airport District who enter the Armed Forces of the United States will be granted leaves of absence in accordance with federal and state laws governing such leaves.

#### **Jury Duty and Witness Service**

This policy shall apply to full-time, part-time and regular employees in all classifications. It is the policy of the Big Bear Airport District to support the San Bernardino County, State of California, and Federal Court Systems.

Therefore, any employee summoned to jury duty, or whom otherwise receives an official directive to appear in court as a litigant or witness, will inform the General Manager as soon as the date of the required appearance is known.

All Big Bear Airport District employees will continue to receive full pay and benefits for a period of up to two (2) weeks while performing such duties. Any required duty beyond the two-week period will require approval of the Big Bear Airport District Board of Directors.

Any court duty compensation (less mileage) provided by the court system will be deducted from the employee's pay the following paycheck. If jury duty is in the Big Bear Valley and is completed prior to 3:00 P.M., the employee is expected to return to the Airport and work the remainder of the working day.

## **Educational Assistance**

Full-time employees of the District who have successfully completed their probationary period are encouraged to pursue educational opportunities which are related to their present work and/or which will prepare them for foreseeable, future opportunities within the District. This includes courses that are part of an advanced degree program.

With prior approval from the General Manager, the District will reimburse full-time employees up to \$2,000 per district fiscal year of the cost of tuition and required class materials, if the employee receives a grade of "B" or better for the class. Failure to obtain approval in advance will result in a denial of the reimbursement benefit. In addition, employees who are on a leave of absence of any kind or in the process of a disciplinary or performance-related action are not eligible to apply for this benefit.

All courses eligible for reimbursement must be taken at approved, properly-accredited educational institutions. Correspondence courses or on-line courses may be approved by the General Manager. Participating employees must pursue the approved courses outside of regular working hours. If an employee resigns or is terminated for just cause before completing an approved course, the District has no obligation to provide reimbursement for that course.

# Guidelines for Accepting and Providing Gifts, Entertainment, and Services

An employee or his/her immediate family may not accept from, or provide to, individuals or companies doing or seeking business with the District, gifts, entertainment, and/or other services or benefits unless the transaction meets all of the following guidelines:

- 1. Is Customary and gives no appearance of impropriety and does not have more than a nominal value.
- 2. Does not impose any sense of obligation on either the giver or the receiver.
- 3. Does not result in any kind of special or favored treatment.
- 4. Cannot be viewed as extravagant, excessive, or too frequent considering all the circumstances, including the ability of the recipient to reciprocate at District expense.
- 5. Is given and received with no effort to conceal the full fact by either the giver or the receiver.

## **Outside Employment**

The nature of the company's business requires the complete commitment of full-time employees. Accordingly, outside jobs are discouraged for full-time employees. No District employee shall be permitted to accept employment in addition to, or outside of, District service if:

- 1. The additional or outside employment leads to a conflict, or potential conflict of interest, for said employee; or,
- 2. The nature of the additional or outside employment is such that it will reflect unfavorably on the District; or,
- 3. The duties to be performed in the additional or outside employment are in conflict with the duties involved in District service.

An employee who is contemplating additional or outside employment shall notify the General Manager, in writing, prior to accepting such employment. The General Manager will inform the employee of his decision in writing within five (5) working days. The written response will be included in the employee's personnel file. Any violation of this policy may result in disciplinary action up to, and including, possible discharge.

Employees are not permitted to use District records, material, equipment, facilities or other District resources in connection with outside employment.

## **Use of Computers, the Internet & Electronic Communications**

Employees are provided access to computers for job-related purposes. All employees must fully understand that the computers and the entire network of the District's electronic communications systems, as well as all information temporarily or permanently stored or transmitted with the aid of computers or the electronic communications systems, remain the sole and exclusive property of the District and are subject to access, copying, and use by the District in any manner it deems appropriate. Employees, therefore, must not assume any privacy right or interest in any information that is temporarily or permanently stored on a computer or any of the various forms of electronic communication used by or in the District, and employees must not anticipate receiving a proprietary interest in any such information. This includes, by way of example, email, connections to the Internet, voicemail, facsimiles, telephones or any other form of electronic communication.

In some cases, confidential and proprietary information of the District may be accessible on or from a computer. Employees are expected to take all steps necessary to protect the District's proprietary and confidential interests in such information and not allow or cause the dissemination or improper use of, or exploitation of, such information.

In addition, employees must not add or load any software to a computer without the proper approval of the General Manager, and employees must not use a computer for any inappropriate or unauthorized purpose. Inappropriate purposes include, without limitation, defamatory or offensive communications; gambling; actions damaging to the District; creating an actual, potential or apparent conflict of interest; or, if they violate the rights of third parties, the District or co-workers.

The District's commitment to the spirit and the letter of all applicable civil rights and equal opportunity laws applies to the use of its computers and electronic communications systems and access to information available as a result of such use. The use of a computer or any electronic communications systems to convey messages or information that could constitute unlawful harassment or discrimination of any kind, including sexual harassment, is strictly prohibited and will not be tolerated by anyone.

Employees must not allow or facilitate access to computers of the District by outside individuals or unauthorized individuals. In addition, no data stored on a computer of the District may be removed, downloaded or transferred without the approval of the General Manager. Any violation of these policies may result in disciplinary action, up to and possibly including immediate termination.

Employees who have questions regarding this policy, or questions regarding the appropriateness of any activity relating to computers or the electronic communications systems of the District, should direct them to the General Manager before engaging in any activities that may be found to be unauthorized or improper. The District retains the right to gain access to any information received by, transmitted by, or stored in any such computer or electronic communications device, at any time, either with or without an employee's knowledge, consent or approval.

## **Disciplinary Action**

It is the policy of the District that all employees are expected to comply with the District's Policies and Procedures and that any noncompliance with the standards will be addressed by disciplinary action. The following measures are part of the disciplinary process: oral warning, written reprimand, suspension with or without pay, dismissal, demotion, or reduction in pay. The General Manager may discipline any employee for cause.

Grounds for discipline may include, but are not limited to, the following:

- 1. Discourteous treatment of the public or fellow employees.
- 2. Drinking of intoxicating beverages or use of illegal or non-prescribed drugs on the job, or arriving on the job under the influence of such beverages or drugs.
- 3. Excessive absences or tardiness.
- 4. Disorderly, threatening, or violent conduct.
- 5. Incompetence or inefficiency.
- 6. Being wasteful of material, property, or working time.
- 7. Violation of any lawful regulation or reasonable order made and given by the General Manager.
- 8. Insubordination or willful disobedience.
- 9. Neglect of duty.
- 10. Dishonesty.
- 11. Misuse of District property.
- 12. Repeated violation of provisions of this policy.

Disciplinary actions will be accompanied by a written statement to the employee listing the reasons and grounds for such discipline and, if appropriate, setting out a time to improve. The employee must acknowledge receipt of the disciplinary action by signing the disciplinary statement at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement to the contents. The employee may respond in writing, within ten (10) working days, to the content of the letter of warning. Failure to file a response within such period constitutes a waiver of the right to respond. All negative evaluations or letters of warning shall remain part of the employee's personnel file.

Any disciplinary action which may result in suspension without pay shall be set forth in writing to the employee at least five (5) working days before the proposed effective date or dates. This notice shall be prepared by the General Manager after consultation with the District Counsel and shall contain the following:

- 1. A description of the proposed action and its effective date or dates, and the ordinance, regulation, or rule violated;
- 2. A statement of the acts or omissions upon which the action is based and copies of all such materials;
- 3. A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request;
- 4. A date by which time the employee must respond in writing if he/she wishes to contest the action;
- 5. All notices of proposed action shall be personally served or be sent by certified mail, return receipt requested, to the last known address of the employee.

## **Grievance Procedure**

The Big Bear Airport District is committed to maintaining a positive and pleasant environment in which to work. Employees who encounter work-related problems are encouraged to discuss the problems with the General Manager as soon as possible.

The purpose of this policy is to provide a procedure by which employees may formally claim that they have been affected by a violation, misapplication, or misinterpretation of a law, District policy, rule, regulation or instruction. This policy shall apply to all employees.

Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law; District Board of Directors resolutions, ordinances, or minute orders; including decisions regarding wages, hours and terms and conditions of employment; performance evaluations or disciplinary actions.

#### **Grievance Procedure Steps**

<u>Level I</u>: <u>Preliminary Informal Resolution</u> - Any employee who believes that he or she has a grievance may present the evidence thereof verbally to the General Manager within five (5) working days after the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance.

<u>Level II</u>: <u>Formal Resolution</u> - If the grievance has not been resolved at Level I, the grievant may present his/her grievance in writing on a form provided by the District to the General Manager within ten (10) working days after the occurrence of the act or omission giving rise to the grievance.

The General Manager shall communicate his decision within ten (10) days after receiving the grievance. Decisions will be in writing, setting forth the decision and the reasons, therefore, and will be transmitted promptly to all parties of interest.

<u>Level III</u>: <u>Personnel Committee</u> - If the grievant is not satisfied with the General Manager's Formal Resolution, or if the General Manager does not respond within the time limits, the grievant may appeal to the next level, which is the Personnel Committee. Appeal to the Personnel Committee must be in writing within 10 days after receiving the General Manager's Formal Resolution or 10 days after submitting the written grievance. The Personnel Committee will respond within 30 days, and the decision of the Personnel Committee is final. Within the above time limits either party may request a personal conference with the other.

If the grievance is against the General Manager, the President of the Board of Directors shall be notified, and any investigation, if required, shall be performed by an outside agency.

## **Basic Rules**

- 1. If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance, within the time limits specified above, the grievance shall be considered resolved.
- 2. By agreement in writing, the parties may extend any and all time limitations of the grievance procedure.
- 3. The General Manager may temporarily suspend grievance processing on a District-wide basis in an emergency situation.
- 4. A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.

It is the District's intention to be fair and impartial in order to establish the smoothest working relationship possible. No employee will be discriminated or retaliated against, or in any way penalized, for using this procedure.

## **Drug & Alcohol-Free Workplace**

Big Bear Airport District is concerned about the use of alcohol, illegal drugs (including marijuana), or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the District. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the District to the risks of property loss or damage, or injury to other persons.

As a condition of every offer of employment, the District reserves the right to require applicant to undergo and successfully complete testing for drugs or alcohol.

Furthermore, the use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance and may seriously impair the employee's value to the District. Any applicant or employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work. The employee is not required to disclose the medical condition requiring the use of the drugs.

Employees should be aware that the legalization of marijuana in California does not impact the scope of this policy. Marijuana remains an illegal drug under federal law. For that reason, usage and possession of marijuana remains a violation of policy and will be enforced to the fullest extent possible.

The following rules and standards of conduct apply to all employees either on District property or during the workday (including meals and rest periods). Behavior that violates District policy includes:

- Possession or use of an illegal or controlled substance or being under the influence of an illegal or controlled substance while on the job.
- Driving a vehicle while under the influence of alcohol on District business.
- Distribution, sale, or purchase of an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. The District also may bring the matter to the attention of appropriate law enforcement authorities.

As a condition of continued employment, the District may require any employee to undergo and successfully complete a blood, urine, breath or other chemical test for drugs or alcohol whenever the District has reasonable cause to believe the employee is in violation of this policy.

In any case involving extenuating circumstances, the District in its sole discretion may allow an applicant or employee who tests positive to commence or continue employment, subject to the condition that the employee undergoes periodic or random testing as prescribed by the District.

## <u>Accommodation for Drug & Alcohol Rehabilitation Program</u>

The District will reasonably accommodate any employee who comes forward before violating this policy and requests to enter voluntarily into a drug or alcohol rehabilitation program as set out in a written agreement between the District and the employee. Such requests will be kept confidential as provided by law. Once an employee violates this policy, however, any request to enroll in a rehabilitation program in lieu of discharge or discipline will be left to the sole discretion of the District and may require random testing and other necessary follow-up measures. This policy on treatment and rehabilitation is not intended to affect the District's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## **Smoke & Vape-Free Workplace**

The Big Bear Airport District is committed to a philosophy of good health and a safe work place. To protect and enhance indoor air quality and contribute to the health and well-being of all employees and visitors, Big Bear Airport District shall be entirely smoke-free and vape-free.

Smoking and vaping are prohibited inside the District facilities or vehicles. Smoking refers to the use of traditional tobacco products which include, but are not limited to, cigarettes, pipes and smokeless tobacco. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices. These are commonly called e-cigarettes, e-pipes, e-hookahs and e-cigars.

The use of tobacco products will be allowed only in designated areas outside any facility. Employees who wish to smoke must limit their smoking to break and meal periods. Appropriate signage will be placed at entrances to all buildings advising employees and visitors that the District maintains a tobacco-free environment. This policy relates to all work areas at all times, including before and after normal working hours.

## **Workers' Compensation**

The District, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include: medical care; cash benefits, tax free, to replace lost wages; assistance to help qualified injured employees return to suitable employment.

To ensure that an employee receives any workers' compensation benefits to which he/she may be entitled, the employee will need to: immediately report any work-related injury to the General Manager; seek medical treatment and follow-up care if required; complete a written Employee's Claim Form and return it to District; provide the District with a certification from his/her health care provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of a medical certification that indicates an employee is able to return to work from a workers' compensation leave may allow the employee to be reinstated to his/her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the District's ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then the employee would not be entitled to reinstatement.

An employee's return depends on his/her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his/her job because of a physical or mental disability, the District's obligations to the employee include reasonable accommodation, as governed by the Americans with Disabilities Act.

The District will continue to provide health insurance coverage to full-time employees for the duration of the workers' compensation leave. The provision of health insurance is a policy decision on the part of the District. Health insurance is provided during disability leave, including any time that overlaps workers' compensation.

## **Short Term Disability**

All District employees are covered by State Disability Insurance (SDI) which is a California insurance program. This program covers work absences that are non-work-related. Work-related injuries are covered by worker's compensation. SDI generally covers 55 percent (%) of the employee wages for up to 52 weeks. Details of the SDI program and the compensation formula can be obtained at www.edd.ca.gov.

The District reserves the right to change the benefit provider or manner of providing benefits and when appropriate meet and confer/other actions to change the level of benefits provided, including reduction.

## **Lactation Accommodation**

The Big Bear Airport District recognizes that breast milk is the optimal food for growth and development of infants. The District provides a private location for employees who wish to express breast milk or breastfeed at work. Lactation accommodations will be provided to an employee for as long as she desires to express breast milk or nurse her infant. In addition, a reasonable amount of break time will be provided to accommodate an employee desiring to express breast milk or nurse her infant.

The District will comply with all Federal and California state laws regarding safety, privacy, cleanliness and comfort.

An employee who has a need for lactation accommodation should contact the Administration Manager who will respond in writing detailing the accommodations that will be made.

Breastfeeding should not constitute a source of discrimination in employment or in access to employment. It is prohibited under this policy to harass a breastfeeding employee or exercise any conduct that creates an intimidating, hostile or offensive working environment. Any incident of harassment of a breastfeeding employee will be addressed in accordance with the District's policies and procedures for discrimination and harassment.

# **Protective Clothing and Boots**

The cost of protective clothing, uniforms, shoes, etc., that employees are required to wear shall be borne by the District, and in some cases, will be purchased and distributed directly to employees.

The District has the option of authorizing reimbursements to qualifying employees upon proof of purchase.

#### **APPENDIX A**

## **Acknowledgment of Receipt of Personnel Manual**

This will acknowledge that I have received my copy of the Big Bear Airport District Personnel Manual and that I have read the Manual, understand my rights and obligations under all policies included in the Manual, and agree to be bound by such policies.

I understand that this Manual represents only current policies, rights and obligations and does not create a contract of employment. Regardless of what the Manual states or provides, the District retains the right to add, change or delete provisions of the Manual and all other working terms and conditions without obtaining anyone's consent or agreement.

My signature below further signifies that I have read this Manual and that I accept and will abide by all its provisions.

PRINT FULL NAME_	 	
SIGNATURE	 	
DATE		