



Management Compensation Plan

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**PLACER COUNTY WATER AGENCY
MANAGEMENT COMPENSATION PLAN**

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**PLACER COUNTY WATER AGENCY
MANAGEMENT COMPENSATION PLAN**

ARTICLE 1
PREAMBLE

This document, and the policies stated in it, constitutes a description of the compensation, as well as other terms and conditions of employment, for members of the management team (exempt employees). This document does not create a binding agreement between the Agency and the management employees. It is simply a statement of policy subject to change or modification at any time and at the sole discretion of the PCWA Board of Directors.

ARTICLE 2
STATUS/WORK DAY AND WORK WEEK DEFINED

- (a) The employees covered under this policy are generally FLSA exempt and are not eligible for overtime for work in excess of eight hours in a day or 40 hours in a week. Furthermore, employees in this group will not be docked pay for partial days of absence. Notwithstanding the preceding statement, employees covered by this policy will have their leave balance docked for any absences from work of greater than two (2) hours in a workday.

The Agency can and does require employees covered under this agreement to work established schedules.

A standard business day is Monday through Friday, 8:00 a.m. to 5:00 p.m. It is understood that there are employees covered under this agreement whose standard business day may be different (e.g., Monday through Friday, 7:00 a.m. to 3:30 p.m.) and/or may have a modified workweek (i.e., 9/80 schedule, 4/10 schedule).

- (b) The official work week shall begin at 12:01 AM on Saturday and end at 12:00 midnight on the following Friday.

ARTICLE 3
ADMINISTRATIVE LEAVE

The Agency's business affairs or the employee's assigned duties and responsibilities may obligate the employee to work or represent the Agency beyond regular or customary Agency business hours or workdays (i.e., weekends and holidays). Employee shall receive no overtime pay for any such time or work but shall be eligible to receive Administrative Leave as recognition that the employee's workweek and work schedule may be more than forty (40) hours per week.

Employees will receive a maximum credit of 72 hours per year of Administrative Leave. If Administrative Leave is not used by the employee within the calendar year in which it is granted, the Administrative leave, or any balance thereof, may not be carried over into the next calendar year. In addition, employees are

not entitled to be cashed out for any unused balances of Administrative Leave with the provisions that there is no carry over to the following years, and there is no pay-off for unused Administrative Leave. Administrative leave will be granted in a prorated amount to new employees based upon the amount of time remaining in the year in which they begin their employment with PCWA. Employee will receive 2.77 hours Administrative Leave for the number of pay periods remaining in the year. Example: A new employee arrives in September, pay period 19. Employee will work 8 pay periods in year and receive 22.25 hours of administrative leave.

ARTICLE 4 **HOLIDAYS/HOLIDAY PAY**

Subject to the needs of the Agency, eligible employees covered under this compensation plan will be allowed time off for the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day (the third Monday in January)
- President's Day Observance (the third Monday in February)
- Memorial Day Observance (the last Monday in May)
- Independence Day
- Labor Day Observance (the first Monday in September)
- Veterans Day Observance (November 11)
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Day
- Every day appointed by the President or Governor for a public fast, Thanksgiving or holiday and approved by the Agency's Board of Directors.
- Three floating holidays to be taken at each employee's discretion annually which must be scheduled with the employee's Department Head or designee and taken prior to December 31. Floating holiday leave shall be taken in minimum units of one-quarter hour.

A work day for purposes of holiday pay and floating holiday pay accruals shall be defined as an eight-hour (8) work day, regardless of an employee's work schedule (i.e., 9/80 schedule, 4/10 schedule, or a traditional 5/8 schedule.)

When any of the above holidays fall on a normal day off for a regularly scheduled employee, regardless of his/her work schedule (i.e., 5/8s, 9/80, 4/10), an additional eight (8) hours shall be added to the employee's annual vacation leave.

When any of the above holidays fall on a Sunday, the Monday following shall be observed as the holiday. When any of the above holidays fall on a Saturday, employees shall be entitled to a holiday on the preceding Friday unless the Board of Directors, by Minute Order, directs that eight (8) hours be added to each full-time employee's annual vacation leave.

CALCULATION OF HOLIDAYS

- (a) If a holiday occurs during the time an employee is on an unpaid "leave of absence," the employee shall be entitled to substitute the paid holiday day for an unpaid leave day. In addition, employees shall be required to use all three (3) floating holidays during any unpaid leave of absence.
- (b) When any of the above holidays fall during a regular scheduled vacation or sick leave period, the holiday shall be counted as holiday leave and not a vacation day or sick leave.

ARTICLE 5 SICK LEAVE

PCWA provides sick leave benefits to compensate for those occasional instances when absences are necessitated because of illness, injury, or any other temporary disability. Sick leave is a contingency leave entitlement and only applies if it is needed.

Sick leave is defined to mean absence from duty by an employee because of:

- (a) An employee's own illness or injury or exposure to contagious diseases which incapacitates the employee from performing his/her duties, or medical, dental, vision (and related health) appointments of employee and employee's immediate family members when such appointments cannot be arranged during off-duty hours and when the employee's presence is required;
- (b) Attendance upon a member of his/her immediate family because of illness, injury, death, or exposure to contagious disease and where the attendance of such employee is definitely required.
- (c) As used in this section, "immediate family" means husband, wife, child, brother, sister, parent, spouse's parent, grandparent, grandchild, or close relative.

HOW COMPUTED

- (a) Each full-time Agency employee shall be entitled to sick leave which shall accrue on the basis of 0.0462 hours for each paid regularly scheduled working hour of full-time employment. Part-time regular employees shall be entitled to sick leave which shall accrue in the same

proportion to one day for each full month continuous service that their work time bears to the normal work day for a full-time employee.

- (b) Unused sick leave may be accumulated from year to year.

HOW TAKEN

- (a) Sick leave shall be taken in minimum units of one-quarter hour.
- (b) It shall not be allowed, or taken, until earned or donated by others in conformance with the provisions of this compensation plan.

PAYMENT FOR UNUSED SICK LEAVE UPON TERMINATION OF EMPLOYMENT

Employees leaving the Agency's employ in good standing with more than one (1) year of continuous service may, upon request, be paid the monetary value of the earned sick leave, subject to the following provisions:

- (a) "Good Standing," as used in this Section, shall mean employees who gave the required minimum two (2) weeks' notice and who have not been discharged for cause. It shall also mean employees who have been laid off.
- (b) Accrued sick leave hours for employees shall be paid at the following percentages of the employee's hourly rate at the time of the employee's termination or retirement, with no maximum in the amount of payment.

Years of Agency Service	Percentage Upon Termination	Percentage Upon Retirement
0-5	50%	50%

The percentage paid upon retirement shall be increased (up to a maximum of 100%) by 3-1/3% for each year of service over five (5) years. For purposes of determining years of service in this computation only, any fraction of a year consisting of six months plus one day of continuous employment shall be deemed one (1) full year of service. The percentage paid upon termination shall remain at 50% regardless of years of service.

- (c) The benefits granted hereunder shall not become a vested right of any employee, but rather are subject to amendment in the same manner as all other provisions relating to compensation.
- (d) Employees receiving compensation under this section shall not be eligible for reinstatement within ninety (90) days after effective date of termination.

- (e) If an employee with more than one (1) year of continuous service dies, the benefits payable under subparagraphs (a) through (c) above shall be payable to his/her surviving spouse or, if there is no surviving spouse at the time of such death, to his/her heirs.
- (f) Notwithstanding the provisions of subparagraph (b) above, any employee retiring from Agency's service and eligible to receive Public Employees' Retirement System benefits at the time of such retirement shall have the following options.
 - (1) To receive the pay-off specified in (b) above, or
 - (2) To apply accumulated unused sick leave toward an early retirement on a day-for-day basis but not to exceed 130 days or 1,040 hours, may apply unused sick leave up to the amounts they have accrued as of that date. An employee exercising this option shall not accrue any additional sick leave, vacation leave or holiday leave during the time the employee is on early retirement.
 - (3) If requested by the retiree, the retiree may have one month's premium for health and accident insurance for himself or herself only paid for each day of unused accrued sick leave, or in the alternative the retiree may have one month's premium for health and accident insurance for both the retiree and the retiree's spouse paid for each two days of unused accrued sick leave until eligible for Medicare.
 - (4) Retiree may use his or her unused sick leave in any one or in any combination of the ways set forth in (1), (2), and (3) of this subparagraph (f).
- (g) Any regular, full time employee who, upon terminating employment, accepts reinstatement with the Agency in a regular part time position, which is to commence within thirty (30) days after his or her termination of full-time employment, shall have any benefits payable to the employee pursuant to this section deferred until such employee terminates his or her regular part-time employment.

SICK LEAVE BUY BACK

Employees returning from medically caused leaves of absence may, with the approval of the General Manager or the General Manager's designee, "buy back" sick leave time used as a result of the medical condition causing the leave of absence. Such sick leave can be bought back by the employee reimbursing the Agency in full for the compensation which the Agency paid to the employee for the time the employee was absent during such sick leave.

ARTICLE 6
VACATION

FULL TIME EMPLOYEES

- (a) Each employee having the following years of service shall earn the following hours vacation for each paid regularly scheduled working hour. An employee may earn vacation credits only on eighty (80) regularly scheduled working hours in any one pay period.

<u>YEARS OF SERVICE</u>	<u>EARNED PER HOUR</u>
0 through 9	.0577
10 through 19	.0769
20 or more	.0962

NOTE: Per year equivalents are:
.0577 = 15 working days
.0769 = 20 working days
.0962 = 25 working days

No employee shall earn or accrue vacation credit until he/she has been continuously employed for a period of thirteen (13) complete pay periods. Upon successful completion of thirteen (13) pay periods, such employee shall be credited for the 13 pay periods worked in vacation leave and begin accruing at the rate stated above in (a). An employee ceases to accrue vacation when they have accrued three hundred and twenty (320) hours until they have used vacation time.

- (b) Accrued vacation shall be taken in minimum units of one-quarter hour.
- (c) Employees covered under this Compensation Plan who have a vacation balance of at least 200 hours as of December 31 of any calendar year may make an irrevocable decision, by December 31, to “cash out” vacation that they will accrue in the upcoming year, subject to the terms of Constructive Receipt of Income requirements and Agency policy. Up to 40 hours of vacation may be “cashed out” at a time.

PART-TIME EMPLOYEES

- (a) Regular part-time Agency employees shall be entitled to vacation leave with pay. Vacation leave shall be earned in the same manner as specified above.
- (b) The provisions of this Article shall also apply to regular part-time employees.
- (c) The provisions of this Article shall not be applicable to regular part-time employees not having definite, fixed hours of employment and whose positions have not been allocated to the Agency.

ADDITIONAL VACATION FOR TWENTY YEARS CAREER SERVICE

In addition to all other vacation benefits provided for in this Article and in recognition of loyal career service, an employee who completes twenty (20) years of service in a regular full-time position shall be entitled to forty (40) hours paid leave to be taken at the convenience of the employee and his or her appointing authority within one year of completion of the twenty (20) years of service. This one time forty (40) hours paid leave shall be in addition to all other vacation benefits earned by the employee.

VACATION PAY UPON TERMINATION OF EMPLOYMENT

- (a) Upon leaving employment, employees shall be paid the monetary value of their earned vacation leave but not exceeding the maximum amount of vacation leave that may be accumulated under the provisions of this Article.
- (b) Any regular, full-time employee who, upon terminating employment, accepts reemployment with the Agency in a regular part-time position, which is to commence within thirty (30) days after his or her termination of full-time employment, shall have any benefits payable to the employee pursuant to this section deferred until such employee terminates his or her regular part-time employment.

ARTICLE 7 CATASTROPHIC LEAVE CONTRIBUTION

Regular full-time employees may voluntarily donate vacation hours to another regular employee based on the following criteria:

- (a) To be eligible as a recipient, an employee must have a verifiable long-term illness or injury, i.e., cancer, heart attack, stroke, serious injury, etc., and must have exhausted all personal vacation, sick leave and CTO, or will soon have exhausted such leave resulting in the employee being in a non-paid status.
- (b) Donations must be made to a specified individual(s) only.
- (c) The person receiving the donated hours must have achieved regular status with the Agency.
- (d) Donated vacation hours must be in increments of one (1) hour. Hours donated will be converted at the donor's hourly rate and credited to the sick leave balance of the recipient by converting the dollar amount donated to the recipient's hourly rate. Example: Employee A is paid at ten dollars (\$10) per hour and donates one hour to employee B who is paid at five dollars (\$5) per hour. Employee B would be credited with two (2) hours of sick leave. Conversions for crediting will be rounded to the nearest one-half ($\frac{1}{2}$) hour increment.

- (e) Once donated, vacation hours cannot be reclaimed by the donor.
- (f) When an employee is using donated hours, the employee will not accrue vacation or sick leave time.
- (g) The maximum time that may be initially donated into an employee's account is one thousand and forty (1040) hours. Additional time may be donated if the initial donation is exhausted to a maximum of one thousand and forty (1040) hours. To be eligible to receive more than the aggregate total of two thousand and eighty hours, there must be a favorable prognosis for recovery and a predictable date of return to work.
- (h) In no event shall donated time have the effect of altering the rights of the Agency or the recipient relevant to employment, nor shall it extend or alter the limitations otherwise applicable to leaves of absence or sick leave.
- (i) The Unit shall be responsible for securing donations to sick leave accounts. All donations must be done in writing and include the dated signature of the donor on a form mutually agreed upon by the Agency and the Unit.

ARTICLE 8
COMPENSATION

Cost of Living Adjustments (COLAs)

- (a) Effective the first full pay period of January 2021, employees shall receive a COLA of 2.0%.
- (b) Effective the first full pay period of January 2022, employees shall receive a COLA equivalent to the CPI-U (All Urban Consumers for U.S. City Average) for the period of December 1, 2020, through November 30, 2021. In no event shall the COLA be less than 1.6% or greater than 5.0%.
- (c) Effective the first full pay period of January 2023, employees shall receive a COLA equivalent to the CPI-U (All Urban Consumers for U.S. City Average) for the period of December 1, 2021, through November 30, 2022. In no event shall the COLA be less than 1.6% or greater than 5.0%.
- (d) Effective the first full pay period of January 2024, employees shall receive a COLA of 3.0%.
- (e) Effective the first full pay period of January 2025, employees shall receive a COLA of 3.0%.

ARTICLE 9
LONGEVITY PAY

Employees with continuous service, including temporary, part-time and/or full-time service, totaling ten (10) years shall receive a salary increase of 2.5% over and above their regular hourly rate. Employees with

such continuous service totaling fifteen (15) years shall receive an additional salary increase of 2.5% over and above their regular hourly rate and the 2.5% longevity pay granted for their service over ten (10) years.

ARTICLE 10
INSURANCE

The Agency maintains membership in the CalPERS Health Insurance program. Effective January 1, 2021, the monthly Agency contribution for health insurance is as follows:

\$1,170.08 per month for Employee Only
\$1,634.00 per month for Employee Plus One
\$2,124.00 per month for Employee Plus Family

Effective January 1, 2022, the Agency will pay the previous year's contribution plus 70% of the average premium increase for available HMO plans for employee plus one, and employee plus family coverage, and shall pay the BlueShield Access+ (Region 1) rate for employee only. Employees shall be responsible for any amounts over and above these Agency contributions.

Effective January 1, 2023, the Agency will pay the previous year's contribution plus 70% of the average premium increase for available HMO plans for employee plus one, and employee plus family coverage, and shall pay the BlueShield Access+ (Region 1) rate for employee only. Employees shall be responsible for any amounts over and above these Agency contributions.

Effective January 1, 2024, the Agency will pay the previous year's contribution plus 70% of the average premium increase for available HMO plans for employee plus one, and employee plus family coverage, and shall pay the BlueShield Access+ (Region 1) rate for employee only. Employees shall be responsible for any amounts over and above these Agency contributions.

Effective January 1, 2025, the Agency will pay the previous year's contribution plus 70% of the average premium increase for available HMO plans for employee plus one, and employee plus family coverage, and shall pay the BlueShield Access+ (Region 1) rate for employee only. Employees shall be responsible for any amounts over and above these Agency contributions.

DENTAL AND VISION INSURANCE

The Agency shall continue dental and vision plans that permit dependent coverage. The Agency shall continue to pay the premium for dental and vision coverage for the employee only. Dependent coverage shall be paid by the employee.

LIFE AND AD&D INSURANCE

The Agency will pay 100% of the premium cost for Term Life Insurance and AD&D coverage. The death benefit will be equal to twice the employee's annual salary. The employee shall be responsible for any tax liability for insurance in excess of \$50,000.00.

LONG TERM DISABILITY

The Agency will continue to provide a long-term disability insurance plan for all members of the management team (exempt employees). The cost for this benefit shall be borne by the Agency.

EMPLOYEE ASSISTANCE PROGRAM

The Agency agrees to provide an Employee Assistance Program (EAP) for employees. The Agency reserves the right to select the provider and the benefit coverage levels.

125/FLEXIBLE SPENDING PLAN

The employee's out-of-pocket premium costs (i.e., that portion of the premium for which the employee is responsible) for eligible group insurance plans will be processed through the 125 Plan (flexible spending plan) with the Agency paying the administrative fee for the insurance premium account. All deductions will be made on a biweekly basis (24 deductions in a year).

MEDICAL OPT OUT

The Agency provides a "medical opt out" option whereby if an employee is eligible for medical benefits and demonstrates in writing medical coverage from another source, the Agency will provide a monthly stipend to the employee of \$300. This amount shall be paid in two installments each month (24 payments in a year) in the employee's regular payroll checks. The monthly stipend is considered taxable income.

ARTICLE 11 **STATE DISABILITY INSURANCE AND** **WORKERS COMPENSATION BENEFITS**

The employee, in cooperation with the Agency, will integrate SDI benefits or workers compensation benefits with sick leave. The employee shall pay required premium costs which will be deducted from their paycheck and transmitted to the state by the Agency.

ARTICLE 12 **RETIREE HEALTH INSURANCE**

For purposes of this policy, health insurance does not include dental or vision care.

Following is a breakdown of benefits and eligibility based on the Agency date of hire:

Employees Hired Prior to January 1, 2010

For employees hired prior to January 1, 2010, the Agency will pay the maximum amount allowable by CalPERS for the retiree's health insurance premium. This amount is subject to the applicable Agency health insurance caps and the employer contribution cap established by CalPERS. For the specific premium amounts, visit *The Splash* or contact Administrative Services.

Employees Hired On or After January 1, 2010

For employees hired on or after January 1, 2010, to be eligible for retiree health insurance, it is necessary to have at least ten (10) years of service with a CalPERS agency, or agency with a CalPERS reciprocal retirement program, of which at least five (5) years must have been with the Agency. The Agency's contribution towards the retiree's health insurance premium cost is a fixed percentage based upon the total number of years of CalPERS service credit the employee has at the time of retirement. Once retired, the percentage paid by the Agency does not increase.

The following table presents the percentage of the health insurance premium cost (subject to the applicable CalPERS health insurance caps) that the Agency will pay towards the retiree's cost for health insurance:

Years of CalPERS Service*	Percentage Paid by PCWA
0 through 9	0%
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

***Must include at least 5 years of PCWA Service.**

For the specific premium amounts, visit *The Splash* or contact Administrative Services.

If a retiring employee opts to use unused accrued sick leave under provisions of Article 5 to pay the cost of retiree health insurance premiums, the Agency will pay the amount of the retiree health insurance premium cap directly to CalPERS and will pay directly to the employee any remaining monthly balance up to the current active employee health insurance premium cap, not to exceed the actual health insurance premium cost.

ARTICLE 13 **RETIREMENT**

The Agency participates in the California Public Employees' Retirement System (CalPERS). The benefit formula for employees hired prior to January 1, 2013, or those hired after that date with prior CalPERS membership, is 2.7% at age 55 (single highest year). Employees pay the full 8% employee share of the cost. The benefit formula for employees hired on or after January 1, 2013 is 2.0% at age 62 (three-year average). Employees are required to pay 50% of the normal cost of the retirement plan as determined annually by CalPERS. As of July 1, 2023, that amount equals 7.50%. The Agency also participates in Social Security.

ARTICLE 14
MANAGEMENT RIGHTS

The rights of the Agency and its designated management representatives include, but are not limited to:

- (a) Except as otherwise provided by this policy, the Agency reserves and retains all of its normal and inherent rights with respect to management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including, but not limited to, the right to determine the number, location, and type of work forces, facilities, operations, and the methods, processes, and equipment to be employed; the scope of services to be performed, along with the method of service, assignment of duties, and the schedule of work time and work hours, including overtime; to contract and sub-contract existing and future work; to determine whether and to what extent the work required in their operations shall be performed by employees covered by this policy; to transfer work from or to, either in whole or in part, any of the Agency's work forces or facilities and locations; to determine the number, types and classification of positions or employees assigned to a program or project unit; to establish and change work schedules, assignments and facilities locations; to hire, transfer, promote and demote employees; to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to suspend, discharge or discipline employees; to alter discontinue, or vary past practices and otherwise to take such measures as the employer may determine to be necessary for the orderly, efficient and economical operation of the Agency; to take all necessary actions to carry out its mission in emergencies as may be determined by the General Manager or designee; to exercise complete control and discretion over its organization and the technology of performing its work; and to make, amend, publish and enforce rules and regulations.
- (b) The Board of Directors of the Agency has the sole authority to determine the mission of the Agency and the amount of the budget to be adopted thereto.

No provision herein is intended nor shall it be construed to modify the duties or authorities vested by law in Agency, its Board or its General Manager.

ARTICLE 15
EXPENSES AND/OR REIMBURSEMENT

TRAVEL

When travel is authorized, reimbursement shall be made only for actual, reasonable travel costs, bridge tolls, parking, lodging, and registration fees. Members of the management team shall be reimbursed for actual, reasonable costs (including tips) for business-related meals as verified by restaurant receipts. Alternatively, members of the management team may choose to claim the per diem rate for overnight travel.

Expenses incurred in the course of Agency travel shall be prudent and consistent with Agency policies and guidelines. Travel expenses shall only be reimbursed when they are approved, necessary, reasonable,

appropriately documented and supported. When determining whether an expense is reasonable, IRS reimbursement amounts shall be used as a guide.

Employees seeking travel expense reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Expense reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered by existing policies and guidelines, the most conservative course of action should be adopted. If a circumstance arises in which the business purpose for travel requires an exception to any of the Agency's travel policies and guidelines, that exception should be pre-approved by the Director of Administrative Services. The Agency reserves the right to deny any request for reimbursement deemed unreasonable and/or not acceptable.

Per Diem – Overnight Travel

- (a) Per IRS regulations (Publication 463, Travel, Entertainment, Gift, and Car Expenses), per diem shall only be given when the trip includes an overnight stay.
 - (b) The Agency provides a per diem reimbursement of up to \$66 per day (taxes and tip included) for a traveler's meals and incidental expenses during an overnight trip:
 - (1) Incidentals include baggage handling and gratuities.
 - (2) Receipts for per diem meals and incidentals are not required.
 - (3) If the traveler spends an amount in excess of the per diem amount, the excess expense is not eligible for reimbursement.
 - (4) On occasions when the employee is traveling to a training or conference location where the cost of meals is typically higher, the employee can, with pre-approval from management, be reimbursed in accordance with the U.S. General Services Administration (<http://www.gsa.gov/perdiem>) meals rate schedule for the area in which the costs were incurred.
 - (5) If a meal is included in the cost of registration, or is otherwise provided at a meeting, conference, or training session, appropriate deductions must be made from per diem allowance. (Unless otherwise preapproved by management.)
- Daily Per Diem Rate \$66:
\$16 = Breakfast
\$17 = Lunch
\$28 = Dinner
\$ 5 = Incidental Expenses
- (c) The first and last calendar day of travel is calculated at 75%.

- (d) Partial day reimbursements may be appropriate based on travel and conference start times. These will be detailed at the time of the reimbursement request. If travel does not commence until late in the day, the earlier meals cannot be claimed in the per diem. The same is true for the conclusion of the trip. If the employee returns from the trip before 12:00 noon, neither lunch nor dinner can be claimed in the reimbursement or the per diem.
- (e) Per Diem reimbursement requires the submission of a claim form once travel is completed. The prescribed per diem rates will be updated annually (October 1) in accordance with GSA changes.

VEHICLE ALLOWANCE

Management employees who find it necessary to use a vehicle for Agency business on a frequent and regular basis may be provided with a monthly vehicle allowance to cover a portion of the cost of using their personal vehicle for Agency business. Such monthly allowance shall be at the discretion of the General Manager. Employees receiving a vehicle allowance will be required to maintain insurance in amounts acceptable to the Agency. The General Manager may revise the monthly allowance from time to time if the relevant conditions change. The intent of a vehicle allowance is to limit the number of pool vehicles purchased and maintained by the Agency, and to reduce the number of mileage reimbursement claims which need to be processed.

A vehicle allowance is not a vested right and shall be provided only when it makes business sense and there is sufficient justification based upon the employee's need to use a vehicle for Agency business on a frequent and regular basis. A vehicle allowance may be discontinued at any time.

Employees may be assigned an Agency vehicle for their business use in lieu of a vehicle allowance. Such assignment shall be requested by the employee but will be granted at the discretion of the General Manager.

For members of the management team who do not receive a vehicle allowance or an Agency vehicle assigned to them, the Agency will reimburse mileage at a rate equal to the standard rate recognized by the Internal Revenue Service.

PROTECTIVE FOOTWEAR STIPEND

All regular full-time employees in the classifications listed below shall be eligible for a bi-annual \$250 protective footwear stipend, payable in the first full pay period in January, for protective footwear related to their assigned job duties.

Job classifications eligible for the Protective Footwear Stipend are as follows: Director of Power Generation Services, Administrative Manager, Deputy Director of Field Services, Deputy Director of Technical Services, Environmental Scientist, Environmental Services Manager, Hydro Engineer I/II (Civil, Electrical, and Mechanical), Director of Resource Development, Engineering Services Manager, Real Property Program Manager, Water Management Specialist, Drinking Water Operations Manager, Hydro Operations and

Maintenance Manager, Planning and Development Manager, Procurement and Risk Manager, Safety Manager, Field Services Manager.

CERTIFICATES AND LICENSES

It is agreed that the Agency will reimburse employees for their costs of fees for special licenses and certificates, other than a California Class C driver's licenses, required by government authorities or the Agency, in order for such employees to perform their duties for the Agency.

ARTICLE 16
INDIVIDUAL AGREEMENTS

Nothing in this policy prevents individual managers from negotiating individual agreements with the Agency on any items included or not included in this compensation plan. Such individual agreements shall supersede this Compensation Plan if there are conflicting provisions. Such individual agreements shall be in writing and subject to approval by the General Manager.