



# WESTAR

Western States Air Resources Council

**WESTAR Council  
Personnel Policies  
Policy # P-00-01  
May 4, 2005  
Updated May 10, 2006  
Updated May 17, 2011  
Updated February 9, 2022**

**Purpose:**

To document an employee’s relationship with the WESTAR Council.

**Definitions:**

See attached

**General Notes:**

WESTAR’s management is dedicated to maintaining an environment which promotes personal development, achievement, and the fair and respectful treatment of employees. To achieve these goals, the attached Personnel Policies have been adopted. The Policies address a variety of subjects, including working conditions, compensation, benefits, equal employment opportunities and other personnel and administrative policies.

**Process Steps/Descriptions:**

See attached

**Approval:** \_\_\_\_\_

Marianne Rossio  
WESTAR President

**Date:** 2/9/2022

# WESTAR Council Personnel Manual

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## **WESTAR AND YOU**

### **Equal Employment Opportunity**

WESTAR is committed to recruiting, hiring, developing, compensating, and promoting the best qualified individuals for positions at all levels in the organization. WESTAR provides Equal Employment Opportunity (EEO) to all employees and applicants. Employment decisions are made based on how an individual's skills and qualifications meet the needs of the position for which they have applied. An individual will be free from discrimination based on characteristics protected by law such as race, religion, color, national origin, marital status, sex, age, sexual orientation, Vietnam Era or disabled veteran status, or the presence of a non-job-related physical, mental, or sensory disability. Discrimination and/or harassment based on any of those factors is totally inconsistent with our philosophy of doing business and will not be tolerated.

### **Your Employment Relationship With WESTAR**

We are very pleased that you have become part of the WESTAR team. While we hope our relationship will be long and mutually beneficial, it is possible that circumstances may arise which will make it necessary for you or WESTAR to terminate your employment. You joined WESTAR voluntarily and are free to resign at any time. Similarly, the Council is free to end an employment relationship when it is in the Council's best interest including reorganization due to economic reasons. Your employment with WESTAR can end at any time and we want to make it clear that neither you nor WESTAR have entered into an expressed or implied contract of employment.

WESTAR's management is committed to maintaining an environment which promotes personal development and achievement. We are dedicated to treating employees fairly and respectfully, providing good working conditions, competitive compensation, and benefits.

## **YOU AND YOUR JOB**

### **Employment Classifications & Categories**

All positions within WESTAR are classified as either "exempt" or "non-exempt." This designation identifies which positions are subject to overtime compensation. The classification of positions is governed by the federal Fair Labor Standards Act and state law. Exempt positions are salaried positions that do not qualify for overtime pay. Non-exempt positions are paid time-and-one-half for hours worked in excess of 40 hours in one week (unless superseded by state law).

Employment with WESTAR generally falls into two categories as defined below:

- ◆ Regular Full Time: Employees who are regularly scheduled to work a minimum of 32 hours or more per week. Regular full-time employees are generally eligible for WESTAR's benefit package, subject to the terms, conditions, and limitations of each plan.
- ◆ Regular Part Time: Employees who are regularly scheduled to work less than 32 hours per week. Regular part time employees may be eligible for limited benefits, subject to the terms, conditions and limitations of each plan or policy.

In addition, WESTAR may employ people on special assignments or on a contracted or cooperative basis (e.g., mobility assignment from another agency). Persons hired under these arrangements will fall under WESTAR's Personnel Policies unless otherwise specified in writing. Their participation in WESTAR benefits plans will be documented in their contract, employment offer letter or mobility assignment agreement.

### **Hours of Work**

WESTAR work schedules may require flexibility due to frequent WESTAR staff interactions with entities in different time zones. WESTAR employees are expected to flex their work hours as necessary to account for being available when needed. WESTAR staff are expected to adhere to hours and schedules set by the Executive Director. WESTAR employees may request flexible and/or compressed work schedules in order to complete 80 hours of work (or scheduled hours) within each 2-week period. Flexible and compressed work schedules must be approved by the Executive Director. To the extent that modifications in work schedules do not interfere with the efficient accomplishment of WESTAR's mission, an employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek is permitted to work alternative work hours so that the employee can meet the religious obligation.

### **Attendance**

You are expected to be at work regularly. WESTAR recognizes justifiable causes for absence and follows a policy of granting reasonable requests for time off work. Since employment assumes availability for work, your job may be jeopardized by chronic or unexplained absenteeism .

To the extent possible, you should schedule absences in advance with the Director.

### **Pay Periods and Records**

Paychecks will be distributed on the 15<sup>th</sup> and the last day of every month with an accounting of gross pay, pay withheld for state and federal taxes, other withholding, and net pay. A report of accumulated and used sick, personal and vacation leave is available at any time from the office manager. If either pay day falls on Saturday or Sunday, paychecks will be distributed the preceding Friday. If either payday falls on a holiday, paychecks will be distributed on the preceding business day.

## **Overtime**

The Fair Labor Standards Act (federal) and State Wage & Hour statutes require employers to pay overtime to employees categorized as non-exempt for all hours worked in excess of 40 hours in one workweek. This requirement applies to all non-exempt work on behalf of WESTAR, no matter where the work takes place. All overtime must have the written approval of the Director prior to it being incurred.

## **Compensatory Time Off for Travel**

WESTAR employees traveling on official WESTAR business may claim hours worked beyond their normal work hours as compensatory time off for travel. For the purpose of compensatory time off for travel, time in a travel status includes-

- Time spent traveling between the employee's office and the destination of the meeting; and
- Any waiting time" preceding or interrupting such travel (e.g., waiting at an airport or train station prior to departure). An "extended" waiting period-i.e., an unusually long wait during which the employee is free to rest, sleep, or otherwise use the time for his or her own purposes-is not considered time in a travel status.

Compensatory Time Off for Travel must be used within one year of accrual and is forfeited upon termination of employment with WESTAR. There is no limitation on the amount of Compensatory Time Off for Travel that an employee may earn.

## **Credit Hours**

Occasionally, WESTAR employees may have work in excess of what can be accomplished within their normal work schedule. WESTAR employees may volunteer, with Executive Director approval, to work additional hours beyond those scheduled. Each hour worked beyond scheduled hours may be claimed as a credit hour. Employees working 40 hours per week must at all times limit the number of credit hours carried over each month to 24 or less; employees working less than 40 hours per week may carry over only  $\frac{1}{4}$  of the hours worked in a two-week period each month. Upon employment termination, employees working 40 hours per week will receive compensation for credit hours up to 24 hours; employees working less than 40 hours per week will receive compensation for credit hours up to  $\frac{1}{4}$  of hours worked in a two-week period.

## **Harassment Policy**

WESTAR is committed to providing a productive work environment free from intimidation or harassment of any kind based on sex, race, color, sexual orientation, religion, or other factors protected by the law. Harassment has no place in the work environment, is inconsistent with good business practice, and is illegal under state and federal law. Violations of this policy will not be tolerated. Anyone engaging in such activity is acting beyond the scope of any authority they have from the Council. If the Director is made aware of a complaint of harassment and fails to take prompt action, he/she is in violation of this policy. Harassment includes but not limited to ethnic slurs, racial epithets, and derogatory jokes.

It also includes unwelcome requests for sexual favors, or similar conduct or overtures of a sexual nature, when such requests or conduct are made part of an individual's terms and conditions of employment or form the basis for any employment related decision. In addition, any type of sexually offensive behavior (verbal, physical, and visual) which creates a hostile or intimidating work environment or interferes with work performance, is also sexual harassment. Harassment does not refer to occasional compliments of a socially acceptable nature. It does refer to behavior which is not welcome, is personally offensive, debilitates morale, and/or interferes with work effectiveness.

## **Drugs & Alcohol**

We believe that drug and alcohol influence at work is inconsistent with our mission and good general business practice. Substance abuse is incompatible with health, safety, efficiency, and the success of WESTAR and undermines our business goals. WESTAR is committed to maintaining a workplace that is free of drugs and alcohol, or their influence. Employees who are under the influence of drugs or alcohol are compromising the best interests of the Council and jeopardizing their own future with WESTAR.

WESTAR's policy prohibits employees from being in possession of, being under the influence of, using, transferring, dispensing, selling, or attempting to sell any illegal drug, alcohol, or other controlled substance on council premises or while conducting or performing council business, regardless of location. Illegal drugs encompass any form of narcotic, depressant, stimulant, or hallucinogen which was not acquired through a certified prescriptive process, under the guidance of a licensed physician.

Alcohol may be available at certain events or social functions in which WESTAR participates. While the consumption of alcohol at these events does not violate this policy, the Council expects you to self-monitor the quantity consumed and its influence.

You are not prohibited from using prescription or over-the-counter medications in the workplace.

## **Smoking Policy**

WESTAR wants to provide a healthy comfortable and productive work environment for employees. To this end, smoking is prohibited in all WESTAR facilities and at all WESTAR sponsored events which occur indoors whether in private or public facilities.

## **Complaint Resolution Procedure**

If you have a work-related problem or concern, the first step is to informally seek resolution through your supervisor. WESTAR believes that most issues can be addressed informally if approached promptly and objectively. There may be instances where an employee or their supervisor cannot resolve the issue. In such cases, you may request a review by the Director. This request must be in writing and should include:

The facts of the complaint or problem;

Adjustments or relief you are seeking; and  
Reasons why the proposed solution was not acceptable.

The Director's review will be completed as quickly as business conditions permit and a response will normally be given within 15 business days. The Director's decision with respect to the matter in question will be final. Although there is no guarantee you will always be satisfied with the solution, there is the guarantee that problem resolution methods are available to you when you need them, and that using them will in no way negatively affect your standing as a WESTAR employee.

### **Use of Council Equipment & Property**

WESTAR has made a substantial investment in equipment, and other property to support the activities of the business. The proper use, care and maintenance of this equipment and property is the responsibility of all employees.

In general, council equipment and property are to be used only for business purposes and not for the personal use of employees. Consequently, equipment may not be used, stored, or moved off-site without the approval of the Director. Any computer equipment used off-site must be returned the next business day and be available for use.

WESTAR recognizes that occasionally you may, for example, need to photocopy one or two pages or make a local personal call to coordinate work with personal life. We expect you to exercise good judgment in these situations and recognize that improper use of equipment, supplies or property increases our costs of doing business. Employees who abuse these privileges jeopardize their continued employment with WESTAR. The use of Council postage, shipping or freight services for personal letters or packages is prohibited.

### **TIME OFF**

#### **Holidays**

Employees are entitled to the following holidays with pay: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Columbus Day.

In addition, an employee may elect to take off a day in December to celebrate winter festivities.

Whenever a holiday falls on Saturday, the preceding Friday shall be recognized as a holiday. Whenever a holiday falls on Sunday, the following Monday shall be recognized as a holiday.

When a designated holiday falls on an employee's regularly scheduled day off, other than Saturday or Sunday, the holiday shall be subsequently rescheduled to another day within the same pay period.

However, if necessary, it may be scheduled no later than during the following pay period.

## **Vacation**

Paid vacation time is accrued based on your employment category.

### Full Time Employees

Full time employees accrue vacation leave as follows:

<b>Time of Service</b>	<b>Leave Accrual</b>
Through 5th year	Eight hours per month (12 days a year)
After 5th Year through 10th year	Ten hours per month (15 days a year)
After 10th year through 15th year	Twelve hours per month (18 days per year)
After 15th year through 20th year	Fourteen hours per month (21 days per year)
After 20th year	Sixteen hours per month (24 days per year)

### Part Time Employees

Part time employees will accrue vacation leave as follows:

<b>Time of Service</b>	<b>Leave Accrual</b>
Through 60th month	(Reg. Schld Hrs/Week divided by 40) X 8 Hrs/Month
61st month through 120th month	(Reg. Schld Hrs/Week divided by 40) X 10 Hrs/Month
120th through 240th month	(Reg. Schld Hrs/Week divided by 40) X 18 Hrs/Month
After 240th month	(Reg. Schld Hrs/Week divided by 40) X 20 Hrs/Month

An employee shall be allowed to accumulate a maximum of 250 hours of vacation leave. When vacation leave is requested and denied resulting in loss of leave, you will be authorized to cash out up to 40 hours of vacation leave accrued. Vacation leave accrual will be suspended when you are on a leave of absence that exceeds two weeks. Accrual will recommence when you return to active employment.

Vacations are to be scheduled at a time mutually acceptable to WESTAR and the employee and consistent with work requirements. To accommodate work schedules, a Request for Leave Form must be submitted to the Director for approval as far in advance of the requested leave as possible.

An employee who is laid off or terminates after six full months of service shall be paid upon separation for accrued vacation time except as provided by offset or damages or misappropriation of property or equipment.

## **Sick Leave**

You accrue paid sick leave for each full month worked based on the following formula:

(Regularly Scheduled Hours Per Week) divided by 40 multiplied by 8.

Sick leave with pay is available immediately upon accrual. There is no upper limit to the number of hours of sick leave that can be accrued.

You are eligible to use accrued sick leave for any period of absence from employment which is due to, but not limited to, any of the following:

- the employee's:
  - (a) mental or physical illness, injury, or health condition;
  - (b) medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
  - (c) preventive medical care;
- for care of family members of a
  - (a) mental or physical illness, injury
  - (b) medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
  - (c) preventive medical care;
- for meetings at the employee's child's school or place of care;
- for childbirth, adoption, foster care and elder care responsibilities;
- for absence necessary due to domestic abuse, sexual assault or stalking suffered by the employee or a family member of the employee, provided that the leave is for the employee to:
  - (a) obtain medical or psychological treatment or other counseling;
  - (b) relocate;
  - (c) prepare for or participate in legal proceedings; or
  - (d) obtain services or assist a family member of the employee with any of the activities set forth in Subparagraphs (a) through (c) of this paragraph.

For the purposes of sick leave, family members include parents, wife, husband, children, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate household.

All information WESTAR receives related to an employee's reasons for taking sick leave shall be treated as confidential and not disclosed except with the permission of the employee or as necessary for validation purposes for insurance disability claims, accommodations consistent with the federal Americans with Disabilities Act of 1990, or as required by state law or by court order.

Compensation for accrued sick leave will not be paid to an employee on termination of employment for any reason.

After accrued paid sick leave has been exhausted, you may use accrued but unused paid vacation leave or unpaid sick leave. Thereafter, WESTAR shall grant sick leave without pay for any job-incurred injury or illness until such time as a request is received from the employee for reinstatement.

WESTAR policy will conform to state and federal laws regarding all forms of leave.

## **Bereavement**

If someone in your immediate family dies, you should notify the Director. WESTAR will grant you up to three sequential, scheduled workdays off with pay. Part-time employees requesting time off under this policy will receive pay for the hours they are normally scheduled to work on the sequential days which they are absent.

For the purposes of the Bereavement policy, "family" is defined as your spouse, children, parents, brothers, sisters, grand parents, grand children, parents in-law, and sisters/brothers-in-law of your current spouse. The definition also includes all other relatives who live in your household and persons who live with you in non-marital, non-related arrangements.

## **Personal and Other Leave**

Full time employees shall be entitled to sixteen (16) hours of personal leave with pay each year. Part-time employees shall be granted eight hours of personal leave if it is anticipated they will work 1,040 hours per year. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any manner. Such leave may be taken at times mutually agreeable to WESTAR and the employee.

## **Jury Duty**

While no approval is necessary for required court appearances, you should notify the Director as soon as possible of your impending absence. If you are summoned to serve as a juror or witness, you will receive full salary and benefits for only the time you are necessarily away from work. You are not entitled to receive your salary and benefits if you are party to the action (the plaintiff or defendant). You are expected to report for work on days you are not required to be in court.

To be eligible for this benefit, you must provide the Director with the original jury summons or subpoena to appear as a witness. WESTAR reserves the right to petition the proper authorities to postpone an employee's appearance or request they be excused if their services are urgently needed or their absence during the specified period would disrupt orderly and efficient operations.

## **Military Leave**

Full-time and part-time employees who enlist or are inducted into the Armed Forces of the United States are entitled to unpaid military leave. In addition, employees who are members of a National Guard unit or the Armed Forces Ready Reserve and are called for training or any other active duty will be granted unpaid military leave for that period of duty.

Statutory protection provides certain job guarantee rights for individuals serving on active duty in the military. Reinstatement rights as well as seniority and benefit accruals will be handled by WESTAR in accordance with applicable federal laws. Your eligibility for job reinstatement and

benefits should be thoroughly discussed with the Director prior to your departure.

Any employee who is a member of a reserve component of the Armed Forces will be placed on an unpaid leave for his or her annual two-week training duty. Employees should provide their supervisor with written notice of any annual military training leave requirements as far in advance as possible. A copy of the orders specifying the length of leave required should be included with the notification. Benefit programs will be unaffected by this leave and employees may use available Personal Leave or Vacation Time for this absence. Training leaves will not normally exceed two weeks per year, plus reasonable travel time.

### **Emergency Closing / Inclement Weather**

Weather conditions, particularly during the winter months, may require WESTAR to adjust or cancel workdays to accommodate such problems. The Council's policy is to operate our facilities to the extent possible, but not in a way that may adversely affect the safety of employees and/or customers. During inclement weather periods, employees must use their own judgment to determine the safety of commuting to the office. Work from home is encouraged when there is any question about the safety of commuting to an office space.

## **COMPENSATION**

### **Cost of Living Adjustments**

A cost-of-living increase may be considered by the Director and the Board for regular full-time, employees of WESTAR each year. The basis for the annual cost of living increase shall be the prior year's cost of living increase for the western region as contained in the US Department of Labor, Bureau of Labor Statistics, Monthly Labor Report (December to December) or an equivalent publication as determined by the Board. This information, and a recommendation from the Director concerning cost of living salary adjustments for employees, shall be provided each year for the Board's consideration. The effective date of any such adjustment will normally be the anniversary date of your employment or a date as determined by the Board. This same method shall be used for calculating the cost-of-living increase for the Director.

## **BENEFITS**

### **Medical/Dental**

WESTAR will pay the employee's share of medical and dental insurance costs for full time employees under the insurance plan adopted by WESTAR. In addition, WESTAR will pay 50% for professional/salaried employees or 75% for administrative support/hourly employees (whichever applies) of the employee's share of medical and dental insurance costs for immediate family members (spouse, dependent child(ren) or family), effective January 1, 2011.

## **Employee Commute Incentives**

Full-time employees are eligible to participate in the Employee Commute Incentive Program. To be eligible, employees must use alternative means of transportation to the single occupancy vehicle to commute to and from work. When using bus, light rail, carpool or vanpool alternatives, WESTAR will pay the cost of a monthly bus pass, based on the destination zone, on behalf of the employee.

## **Retirement Program Benefits**

Regular full-time employees with two full years of service are eligible to participate in WESTAR's Retirement Program. Effective on the date of the employee's second anniversary of employment with WESTAR, the Council will contribute, from that time forward, an amount equal to 7% of gross monthly pay to a retirement account in the employee's name subject to the terms and limitations of the retirement program adopted by WESTAR. In addition, WESTAR provides \$100,000 in term life insurance and short-term disability insurance in the employee's name.

## **LEAVING THE COUNCIL**

### **Voluntary Terminations/ Resignations**

If you decide to resign from WESTAR, you are expected to give the Council at least two weeks advance notice. Consistent with good business practice, your notice must be in writing, dated, signed, and delivered to the Director.

In addition to resignations, the following situations are considered voluntary terminations from the Council:

- Absence from work for three consecutive workdays without notifying your supervisor;
- Failure to return from an approved leave of absence at the expiration of the leave; or
- Retirement.

### **Involuntary Terminations**

In order for WESTAR to conduct its business in a safe, orderly, and efficient fashion, all employees are expected to meet our standards of performance, attendance, and behavior. In most cases, if you have a performance problem, you will be advised of the corrective actions that are necessary and give an opportunity to improve. These corrective action warnings will, under most circumstances, include an informal verbal consultation, as well as a written formal notification. However, WESTAR may, at its own discretion, bypass any or all of the corrective action, consultation, and warning steps if such action is needed to protect others in the workplace or WESTAR property.

We consider some types of misconduct serious enough to warrant immediate suspension and/or termination. Some examples of such misconduct, though not a complete list, are:

- Willful falsification of a record or document;
- Theft of money, product, property, or damage to WESTAR property;
- Serious or repeated violation of any WESTAR policy;
- Possession of firearms or other lethal weapons, fighting on council premises, or verbally threatening anyone with bodily harm; or,

Selling, distributing, possessing, using, or performing under the influence of alcohol and/or illegal drugs on council premises or while on council business.

### **Return Of Council Property**

If your employment with WESTAR terminates for any reason, you must deliver to the Director all materials and documents of any nature pertaining to any proprietary information of WESTAR. Prior to your last day of employment, you must return all materials that were assigned to you by WESTAR. This includes any equipment, samples, computers, computer related hardware or software and any building keys, building security cards, and any Council credit cards.

## **OTHER PERSONNEL AND ADMINISTRATIVE POLICES**

### **Council Security**

The security of employees, employee property, and council property is of vital importance to WESTAR. All employees share responsibility to ensure that proper security is maintained. Any breach of security or suspicious activity should be promptly reported.

Council property includes not only tangible property like desks and computers, but also intangible property such as information. Protecting proprietary and confidential information is critically important to our ongoing success as a business.

### **Personnel Files & Records**

WESTAR maintains personnel records that are job-related, accurate, and confidential. You may read material in your master personnel file. The inspection of your file must be done in the presence of an official of WESTAR who has the authority to access personnel files and records. You may request copies of documents in your file and if you believe there are inaccuracies in your file, you may provide correct information or provide your own written comments for inclusion to your file. You may not remove documents from the file.

We protect the confidentiality of your records by restricting access to your file to employees with a business need to see it. While you are employed by WESTAR and after you leave, we release only limited information about your employment to non-employees, unless you authorize release of the information in writing. Exceptions are made in order to comply with due legal process, such as a subpoena, court-ordered garnishment, tax-levy, or unemployment claim.

## **TRAVEL EXPENSES**

The policies that follow apply to all authorized travel expenses incurred by WESTAR Council staff. Exceptions to any of these policies require the advance approval of the Director or Board of Directors. In general, travel by WESTAR staff is governed by WESTAR's Travel Policy (FA-00-06), except with respect to the manner in which travel plans are authorized in advance of travel. To be reimbursable, travel must be for the purpose of conducting the official business of WESTAR and be necessary to fulfill the expectations of the WESTAR Council, as articulated in WESTAR's strategic plan, the current grant work plan or contract (whichever is applicable), and/or your performance expectations contained in your most recent performance appraisal. Weekly meetings will be conducted during which travel plans and deviations from previously scheduled travel commitments will be discussed with the Executive Director and approved or disapproved, as appropriate. The expense reimbursement procedures established in WESTAR's travel policy (FA-00-06), which includes the allowable and reasonable costs for travel approved by the Council, must be followed by all WESTAR staff.

## **USE OF PERSONAL VEHICLE FOR BUSINESS PURPOSES**

WESTAR assists you with the costs of business-related auto transportation by reimbursing mileage associated with business travel conducted in your automobile at the Council's request. The mileage reimbursement rates are established by the Council as part of the travel reimbursement policy (FA-00-06). Related parking charges and tolls directly associated with business travel will also be reimbursed. Commuting mileage, generally defined as travel between a residence and an established place of business or employment, is not considered business mileage and is therefore not reimbursable. These and other expenses may be claimed by completing and submitting an Expense Reimbursement Form.

If you are driving any vehicle on Council business, you must have a valid drivers license. If you perform a job which requires vehicle operation and your driving privileges are suspended or removed, you are responsible to immediately inform the Director of this change in status. Traffic or parking tickets received while operating a vehicle on council business, including rental cars, are your responsibility. If you are involved in an accident that causes personal injury or property damage while on council business, you must immediately report the accident to your insurance carrier and the Director.

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