

**MEMORANDUM OF  
UNDERSTANDING ON  
WAGES, HOURS AND OTHER TERMS AND  
CONDITIONS OF EMPLOYMENT**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS STATIONARY ENGINEERS,  
LOCAL NO.39**

**AND**

**GEORGETOWN DIVIDE PUBLIC UTILITY  
DISTRICT DECEMBER 1, 2020 THROUGH  
NOVEMBER 30, 2023**

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## CHAPTER 1: ADMINISTRATIVE

### **1.1 PREAMBLE**

This Memorandum of Understanding ("MOU" or "Agreement") is prepared between representatives of the Georgetown Divide Public Utility District ("GDPUD" or the "District") and Local 39 Stationary Engineers ("Local 39" or "Union"). Full consideration has been given to salaries, employee benefits and other terms and conditions of employment. Nothing in this agreement is intended to circumscribe, except as a matter of procedure, the exclusive management rights of the District.

### **1.2 RECOGNITION**

Pursuant to the provisions of the Employer - Employee Relations Rules and Regulations of GDPUD and applicable State laws, Local 39 is acknowledged by the GDPUD as the exclusive representative of the employees in the classifications designated in **Attachment A** of this agreement for purposes of establishing wages, hours and conditions of employment. This unit may be referred to as the Water Systems Bargaining Unit.

### **1.3 IMPLEMENTATION**

This Memorandum of Understanding constitutes a mutual recommendation by the parties, to the District Board, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, fringe benefits and other terms and conditions of employment for the employees represented by Local 39.

### **1.4 EFFECTIVE AND TERMINATION DATES**

This Memorandum of Understanding shall become effective December 1, 2020, and will continue in effect through November 30, 2023, with respect to all employees represented by Local 39. During the period covered by the Memorandum of Understanding, any items concerning wages, hours, and terms and conditions of employment provided by this Memorandum of Understanding shall remain in effect unless the parties agree to revise the same by a written modification to this Memorandum of Understanding, subject to the limitations expressed in Section 3504 of the Government Code.

### **1.5 RATIFICATION BY EMPLOYEES**

This Memorandum of Understanding shall be presented by the Union to the employees of GDPUD subject to this agreement for ratification by said employees and shall thereafter be presented to the GDPUD Board of Directors, as the joint recommendations

of the undersigned for salary and employee benefit and conditions of employment adjustments for the period of the Agreement. The employees covered under this MOU shall be those positions set forth on the salary schedule included in the attached **Attachment A**. Unless otherwise indicated herein, all provisions shall become effective on the date approved by the GDPUD Board.

**1.6 DISTRICT RIGHTS**

- A. The parties hereto recognize the District has and will retain the exclusive right to manage and direct the performance and assignment of District services and the work forces performing such services, unless the District has specifically delegated, abridged or modified any such right by this Agreement.
- B. The Union recognizes that the District and the General Manager retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the District's activities are conducted, managed, and administered. The Union recognizes the exclusive right of the General Manager to establish and maintain departmental rules and procedures for the administration of the District during the term of this Agreement.
- C. The District retains solely and exclusively all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of the MOU. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the District and not abridged herein include but are not limited to the following:
  - 1. To manage and direct District business and personnel; and
  - 2. To manage, control, and determine the mission of the District, building facilities, and operation; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; and
  - 3. To increase or decrease the work force and determine the number of employees needed, and
  - 4. To hire, transfer, promote, classify positions, and maintain the discipline and efficiency of District employees; and
  - 5. To establish work standards, schedules of operation and reasonable workload; and
  - 6. To specify or assign work requirements and require overtime to schedule working hours and shifts, to adopt rules of conduct; and
  - 7. To determine the type and scope of work to be performed by District employees and the services to be provided; and

8. To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.
  9. To hire volunteers, independent contractors, laborers, part-time help etc. to complete and perform work on behalf of the District, including duties performed by members of the bargaining unit.
- D. Nothing in this Article shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the District by any law regulating, authorizing or empowering the District to act or refrain from acting.
- E. It is understood that Water Systems Bargaining Unit work shall be performed by Water System Bargaining Unit employees.

### **1.7 DEFINITIONS**

**ANNIVERSARY DATE** - Shall mean the date the employee is offered a position for regular service. The Anniversary Date will be used to determine salary adjustments or step increases.

**AT WILL EMPLOYEE**- Means temporary, extra help, probationary and part-time employees, whose employment relationship with the District may be terminated at any time, with or without cause.

**BASE HOURLY RATE** - Shall mean the hourly rate corresponding to the salary range to which the employee is assigned.

**DEMOTION** - Shall mean a decrease in the duties and responsibilities assigned to an employee and a downward change in his or her classification and salary range.

**FULL-TIME WORK**- Shall mean forty (40) hours per calendar week, excepting holidays.

**HOLIDAYS** - Shall mean any holiday recognized by the District.

**HOURLY EMPLOYEE** - Shall mean any employee that is compensated at an hourly rate.

**INDEPENDENT CONTRACTOR** - Means a non-employee who provides independent contractual services to the District (includes consultants). The contractor, not the District, is responsible for: (1) tax and social security withholding, and (2) health, unemployment, and worker's compensation insurance. An individual under this status receives no District benefits.

**INTRODUCTORY PERIOD or PROBATIONARY PERIOD** - Means the twelve (12) months or time-limited period of paid service, which is an extension of the examination process.

OVERTIME- Means time worked for which the employee is entitled to pay at a rate of time and one-half their regular rates of pay in accordance with the Fair Labor Standards Act.

PART-TIME EMPLOYEE - Means an employee working less than 1,000 hours per year. Part-time employees are not eligible for benefits. Part-time employees are at-will employees and may be dismissed at any time, with or without cause.

PAY PERIOD - Means 14 calendar days from 7:45 a.m. Monday to 7:45 a.m. the second Monday thereafter and including the normal eighty (80) hour bi-weekly pay cycle.

PROBATIONARY EMPLOYEES - Means newly hired appointees to a regular position for a period of twelve months. Probationary employees are at-will employees for a period of 12 months, or an extended period as mutually agreed to by the employee and the District.

REGULAR EMPLOYEE - Means an employee of the district who is hired for continuous service and is offered the District's benefit program.

SATISFACTORY SERVICE - Means meeting the work, performance and conduct standards established by the District.

TEMPORARY EMPLOYEE- Means an employee who is hired for a limited period. Temporary employees may work full-time or part-time. Temporary employees are not eligible for benefits. Temporary employees are at-will employees and may be dismissed at any time, with or without cause.

## **1.8 RENEGOTIATION**

In the event that either party desires to negotiate a successor Agreement at the end of the term of this Agreement, which expires on November 30, 2020, such party shall serve upon the other during the period September 1 to October 1 in the year the term expires, its written request to begin negotiations. Negotiations for a successor Agreement may be postponed to a later date upon written agreement between the parties,

Negotiations shall commence the later of thirty (30) days after such receipt of the initiating party's written request to begin negotiations or October 1, in the year the term expires, unless the parties agree in writing to postpone negotiations for a successor Agreement to a later date.

## CHAPTER 2: COMPENSATION - WORKING CONDITIONS

### 2.1 COMPENSATION

The classifications, salaries, ranges and steps of the employees within the bargaining unit are included in the attached **Attachment A**. Step increases are available to employees that have a minimum of one-year continuous service in the existing step. Available step increases will be provided on a calendar year basis upon receipt of a "meets standards" or better performance review and for qualified employees. Step increases will be provided on the first day of the first pay period following the employee's anniversary date. The General Manager may provide additional step increases in recognition of outstanding service or to adjust inequities.

### 2.2 WORKWEEK

The work week means a seven (7) day period beginning at 7:45 a.m. on each Monday and ending at 7:45 a.m. on the following Monday. Employees assigned to a 9-80 schedule or 4-10 schedule will have their workweek defined to prevent the payment of overtime as a result of the schedule.

The General Manager shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the District. The General Manager may change the work schedule at his or her discretion. An employee shall:

- A. Work the hours and job duties assigned per the operational needs of the District.
- B. Work such additional hours or job duties as the District may request.
- C. Understand that nothing in these policies shall be construed as a restriction on the District's right to schedule workdays and require overtime work. The parties understand that changes to the current District work schedule will be implemented to minimize and reduce scheduled overtime.
- D. Be expected to perform other job duties at various times as necessary and as requested, per operational needs of the District, at various times as necessary.

Key Personnel - Those employees subject to standby and/ or emergency service calls shall refrain from other forms of public service (i.e. fire departments, sheriff's reserve, etc.) that, by their very nature, might provide a conflict with the performance of said duties.

Attendance - It shall be the responsibility of each employee to be prompt and in regular attendance on the job.

Time Cards - It is the employees' responsibility to sign their time cards and to certify the accuracy of all time recorded. The employee's supervisor will review and then sign the time card before submitting it for payroll processing.



## 2.2.1 ALTERNATIVE WORK SCHEDULES

- A. A non-exempt employee's workweek is a fixed and regularly recurring period of 168 hours – seven consecutive 24-hour periods. It need not coincide with the calendar week but may begin on any day and at any hour of the day. The District's typical fulltime workweek consists of five, eight-hour workdays, 8:00 am to 5:00 pm, Monday through Friday however, alternative work schedules as outlined in this MOU, are permissible with the approval of the General Manager. A non-exempt employee is paid on an hourly basis and these employees are eligible to earn overtime pay.
- B. The General manager may implement alternative work schedules (AWS) for non-exempt employees (as defined below) in their department so long as adequate staffing is provided and the AWS is in conformance with the following provisions:
1. In the interest of consistency and efficiency, use of AWS shall not result in significant variation in a work schedule or adversely affect service delivery.
  2. The proposed AWS must first be submitted to the General Manager for approval using the Alternative Work Schedule Request form before being implemented.
  3. The General Manager/Human Resources shall assure that records documenting the time of day and day of week on which the employee's workweek begins shall be kept for each employee placed on an AWS.
  4. Granting and continuing an AWS is at the discretion of the General Manager. Although scheduling options may vary from department to department depending upon the specific operational requirements, there are two available alternative work schedules that differ from the usual, Monday through Friday, 8:00 am to 5:00 pm work schedule, "9/80", "4/10":
    - a) "9/80" Schedule: Employees will work eight 9-hour days and one 8-hour day every two weeks, and have one regularly scheduled day off (RDO) every other week which always falls on the same day of the week as the 8-hour work day on the opposite week during the pay period. The employee's RDO may not be changed for any purpose unless the change is intended to be permanent. The start of the workweek is deemed to be midway (4 hours) into the employee's 8-hour day. The workweek ends seven days later midway through the employee's next 8-hour regular day off (RDO). Whenever the beginning of an employee's workweek changes, e.g. changing to or from an alternative work schedule, a situation in which one or more hours or days falls in both the "old" workweek as previously constituted and the "new" workweek occurs, a computation of overtime due to overlapping workweeks must be done. Contact the Payroll Division for help with overlapping workweek overtime computations.
    - b) "4/10" Schedule: Employees will work four 10-hour days per work week and have one day off per work week.

### **2.3 OVERTIME HOURS/AUTHORIZATION**

The District shall pay its nonexempt employees overtime compensation at the rate of one and one-half (1 ½) times the regular rate of pay, for all work in excess of eight (8) hours in one workday for those on a 5-8 schedule, nine (9) hours in one workday for those on a 9-80 schedule or ten (10) hours in one workday for those on a 4-10 schedule, and to the extent required under the Fair Labor Standards Act. The District has the right to require employees to work overtime to meet the operational needs of the District. Refusal to work overtime shall result in disciplinary action.

Overtime work for non-exempt employees must always be approved before it is performed. An employee, who works overtime hours without proper written authorization from his or her supervisor, may be disciplined pursuant to the Disciplinary Procedures outlined in Chapter 7 of this Agreement.

### **2.4 ON-CALL PROCEDURES AND COMPENSATION**

The District has the obligation of providing a safe and reliable water supply and an obligation to meet its contracts. Employees of the District share in this obligation. All employees of the District may be required to be on-call when necessary to meet District obligations.

#### **2.4.1 On-Call Procedures**

On-call personnel are those employees who are required to be continuously available outside of regular business hours to respond to calls for assistance. Pagers or other communication devices provided by the District to on-call employees must be kept with the employee and in the mode to receive at all times.

In the event a call is received, a return call is to be made within fifteen (15) minutes and physical response (if required) within thirty (30) minutes. Calls received from a facility (e.g. treatment plant or hydroelectric plant) should receive a physical response within thirty (30) minutes. Employees with weekend on-call responsibility shall maintain the ability to respond within the above-mentioned time, unless the employee's supervisor has authorized alternate coverage. On-call personnel shall have a pager at all times to be ready to respond to calls. However, on-call personnel are not required to maintain any particular schedule and are free to come and go as they please and may engage in their normal social functions with the stipulation that they shall not consume alcohol or otherwise indulge in any activities that will inhibit their ability to respond to calls.

Failure of an employee to respond to a call when assigned on-call duty without properly notifying his or her supervisor of inability to respond due to sickness or injury may result in disciplinary action.

Due to the critical nature of the District's ability to respond to emergency situations, employees, who are unable to provide an on-call response due to sickness or injury, may be required to provide a physician's statement.

A request for vacation or other time off that coincides with an employee's on-call period will be denied unless the employee has made arrangements for coverage of his or her on-call period.

#### **2.4.2 On-Call Compensation**

Employees assigned to on-call duty will receive on-call pay for the period they are on-call. Employees shall be compensated for on-call duty at the rate of Forty Dollars (\$40.00) per day for all weekdays, and at the rate of Fifty Dollars (\$50.00) for each weekend day or holiday. This pay represents twenty-four (24) hours of on-call duty.

In addition, employees will be compensated at the appropriate rate of pay for a physical response while on on-call duty ("Call Out Pay"). A physical response is defined as reporting to work outside of normal business hours to the location of the incident. Call Out Pay will be for the actual time worked responding to the call. In addition, if an employee on on-call duty is called to active duty, he or she shall be paid at the overtime rate for the time actually worked. Employees who troubleshoot a problem remotely, not requiring a physical response to the problem site, shall be provided one (1) hour of work or pay, if the employee works for at least thirty (30) minutes.

#### **2.4.3 Rest Periods**

An employee, who is called back to work after his or her regular shift ends, including weekend callouts, shall be paid at time and one half (1.5) of his or her regular rate of pay for the hours worked after his or her regular shift ends and before his or her regular shift begins the next day.

If an employee is called back to work after his or her regular shift ends, the employee is entitled to at least eight (8) hours of unpaid rest time without losing the overtime rate of pay from the call-back hours worked. Subject to the exceptions below, an employee must report back to work by the ninth (9<sup>th</sup>) hour following the end of his or her call-back shift.

In lieu of unpaid rest time, an employee may elect to use any accrued, unused vacation time, for his or her eight (8) hour rest period.

After the employee's unpaid rest time, the employee must either:

- A) Report back to work to complete any remaining hours worked on his or her regular schedule; or
- B) Report back to work at the start of their next regularly scheduled shift, provided that his or her regular shift has ended upon the expiration of the ninth (9<sup>th</sup>) hour

following the end of his or her call-back shift. (See examples below).

When the employee returns to work, any hours remaining on his or her regular shift will be paid at the employee's regular rate of pay of the hours actually worked.

EXAMPLE A: An employee works his or her regular work shift of 7:00a.m. to 3:30 p.m. on Tuesday. The employee is called back to work at midnight and works until 2:00 a.m. on Wednesday morning. The employee is compensated at the rate of time and one-half (1.5) for the hours worked from midnight until 2:00 a.m. (2 hours). The employee may take his or her rest time either unpaid or may use unused, accrued vacation leave, which shall take place from 2:00 a.m. until 10:00 a.m. The employee is then expected to return to work at 11:00 a.m., which is nine (9) hours after his or her call-back shift has ended. He or she shall then be paid from 11:00 a.m. to 3:30 p.m. at his or her regular rate of pay.

EXAMPLE B: An employee works his or her regular work shift from 7:00 a.m. to 3:30 p.m. on Tuesday. The employee is called back to work at 1:00 a.m. and works until 7:00 a.m. on Wednesday morning. The employee is compensated at the rate of time and one half (1.5) for the hours worked from 1:00 a.m. to 7:00 a.m. (6 hours). The employee may take his or her rest time either unpaid or may use unused, accrued vacation leave, which shall take place from 7:00 a.m. until 3:00 pm. Since the employee is expected to return to work at 4:00 p.m., thirty minutes after his or her shift has ended, the employee is required to report into work at 7:00 a.m. on Thursday morning, and will not be expected to work his or her regular shift on Wednesday.

EXAMPLE C: An employee works his or her regular work shift from 7:00 a.m. to 3:30 p.m. on Tuesday. The employee is called back to work at 1:00 a.m. and works until 9:00 a.m. on Wednesday morning. The employee is compensated at the rate of time and one half (1.5) for the hours worked from 1:00 a.m. to 7:00 a.m. (6 hours). The employee is compensated at his or her regular rate of pay from 7:00 a.m. to 9:00 a.m. The employee will be allocated a rest period, either by using unused, accrued vacation leave, or take it unpaid from 9:00 a.m. to 6:00 p.m. Since the employee is expected to return to work at 6:00 p.m., two and a half hours after his or her shift has ended, the employee is required to report into work at 7:00 a.m. on Thursday morning, and will not be expected to work his or her regular shift on Wednesday.

## **2.5 MEAL PERIODS**

Field personnel will be allowed a thirty (30) minute lunch period. Employees may be subject to discipline if he or she returns from his or her lunch period late. In his or her discretion, the General Manager may extend the meal period and adjust the workday

accordingly. Combining meal periods, "banking" meal periods from day-to-day, saving meal periods to shorten workdays or requesting compensatory time or overtime for work performed during meal periods shall not be allowed unless specifically authorized in writing.

Employees covered by this MOU shall not use a company vehicle to transport themselves to an offsite location for lunch without prior written permission from the General Manager or Supervisor. If lunch is desired in a location other than the work site, the employee shall provide his or her own transportation or get prior written permission from the General Manager or his or her Supervisor.

Absent a change from a supervisor, the lunch period shall be from 12:00 to 12:30 PM. Employees shall attend to any personal hygiene needs during their lunch period.

## **2.6 COSTS OF JOB REQUIRED CERTIFICATES AND LICENSES**

It is agreed that, with prior written approval, the District will reimburse employees for special training, licenses and certificates that employees are required to maintain as a condition of continued employment, so long as the employee successfully completes all phases of the training, license, and certification including passing required examinations.

- A. Educational Expense Reimbursement - If the purpose of the training is to prepare the employee for advancement through upgrading the employee to a higher skill level, expenses for travel will not be eligible for reimbursement. Attendance at this type of training is voluntary and nonattendance will not adversely affect the employee's present working conditions or the continuance of his employment. The employee's time for this type of training is not considered work time and appropriate leave must be scheduled with the employee's supervisor. Driving time to and from this type of training is not considered as work time and is not compensable.

The District will consider reimbursement for tuition expenses for this type of training upon successful completion of the training. Authorization for reimbursement must be received in advance and in writing. Meals are not reimbursable unless they are included in the tuition.

- B. Certificate Maintenance Expense Reimbursement - If the purpose of the training is to maintain a certificate that is a requirement of the employee's current position, travel expenses are eligible for reimbursement with prior authorization. Training is to be scheduled by the employee and shall not conflict with the workload of the District. Training will be scheduled within a 100-mile radius of the District. The employee may request the use of a District vehicle, if available. When two or more employees are attending a training

session, the employees will ride together in a District vehicle and only the driver will be paid driving time. The employees may decide who the driver is. Driving responsibility shall not be divided between more than two employees per round trip. Time spent at training to maintain a required certificate is considered work time and the employee is not required to schedule leave. The meal period while at training to maintain a required certificate is not considered work time. Meals are not reimbursable unless they are included in the tuition.

## **2.7 LONGEVITY PAY**

Regular employees with continuous service totaling ten (10) years shall receive a salary increase of 2.5% over and above their regular hourly rate. Regular employees with such continuous service totaling the equivalent of fifteen (15) years shall receive an additional salary increase of 2.5% over and above their regular hourly rate. An employee shall begin to accrue longevity pay on the first day of the first pay period following the employee's anniversary date after the above requirements have been satisfied.

## **2.8 DRESS CODE**

Employees are expected to dress in a manner fitting and proper for appearing before the public. It shall be the responsibility of the supervisor or General Manager to inform the employee when his or her attire is inappropriate, disruptive, or unsafe.

Employees working in the field shall wear his or her District-approved work shirt, provided by the District, and work pants. Employees will be reimbursed up to Three Hundred Dollars (\$300) per calendar year for the purchase of work boots and work pants.

Employees working in the field may wear approved headwear.

Employees are only permitted to wear his or her District-approved work shirt during their work hours, work time, traveling to and from work, or while representing the District.

The District will reasonably accommodate employees in the implementation of Section 2.8, if any of these restrictions conflict with an employee's religious beliefs and/or practices, unless doing so creates an undue hardship on the District.

### **2.8.1 Boot Reimbursement**

Classifications eligible for this boot reimbursement shall include: Field Superintendent, Canal Operator, Distribution Operator, Distribution Lead, Maintenance Lead, Maintenance Worker, Wastewater Technician, and Water Treatment Operator.

No more than two (2) pairs of boots will be considered for reimbursement each fiscal year, on an as needed basis. The type of boots eligible for reimbursement is subject to approval by the General Manager and no other footwear will be worn while on duty for the District.

## **2.9 WORKING OUT OF CLASS**

Classifications and job descriptions have been established for each position within the District to provide a basis for equitable remuneration according to the duties and responsibilities and to be in conformity with similar agencies.

On occasion, due to operational necessity an employee may be required to perform a majority of essential duties of another classification with a higher salary range. In such cases, payment for out-of-class work shall be a minimum of 5% or next step of regular base pay, of the employee for all hours worked in the higher classification.

Eligibility for out of class pay will be subject to the following conditions:

- A. The assignment to work in the higher classification must be made by the General Manager or his or her designee.
- B. Employees who are assigned to the higher class must be required to perform a substantial number of the essential tasks of the higher-level position. Consideration shall be given to the employee's ability and qualifications to perform at a higher level and whether the lower level position is in direct line and job scope of the higher class.

An employee will be eligible for out-of-class pay when assigned to perform the duties of the higher classification for at least eight (8) hours.

Out-of-class assignments shall not be used to circumvent the hiring process.

## **2.10 PERFORMANCE EVALUATION REVIEW**

No performance evaluation shall be placed in a departmental file, nor shall it be transmitted to the GDPUD Personnel files until the employee has reviewed the evaluation with the rating supervisor, and if requested by the employee, such employee has reviewed the evaluation personally with the General Manager or his or her designee. The employee has a right to read, sign and file written response to both favorable and unfavorable entries. A signing is not an admission by the employee of the truth of such entries, but rather only an acknowledgment of notification. Employee's written response, if any, shall be transmitted to the GDPUD Personnel files.

## **2.11 COST OF LIVING INCREASE**

Georgetown PUD shall increase wages for the positions listed in **Attachment A** each year on the first day of the first pay period in July. The amount of the percentage increase shall be set by the Consumer Price Index -Urban Wage Earners and Clerical Workers, West-B/C average, All items Dec. 1996 = 100 for the month of March of each year. The percentage increase shall be at a minimum 1.5% and at maximum 4%.

## **CHAPTER 3: INSURANCE BENEFITS**

### **3.1 HEALTH INSURANCE BENEFITS**

The District is currently enrolled in the ACWNJPIA Health Insurance program. Effective January 1, 2015, the District agrees to pay actual premium, costs up \$615.55 per month for the category "employee only", (100% of the lowest cost plan provided by ACWA /JPIA for "employee only"); actual premium costs up to \$1,221.21 per month for the category "employee + 1" and; actual premium costs up to \$1,723.90 per month for the category "employee+ 2 or more." Employees shall be responsible for any premium amounts over and above these amounts.

During the term of this Agreement, the District agrees to pay up to 100% of the Lowest Plan available premium for the category "employee only". The District shall pay the previous year maximum contribution and adjust up to 93 % of the costs of premium for the Lowest Plan available premium for rate of employee + land; 93% of the costs of the premium for the Lowest Plan available premium for rate of employee + 2 or more to a maximum of 12% premium increases. Adjustments to the District's contribution shall occur in January of each year and remain in effect for the calendar year.

The District shall provide dental and vision plans that permit dependent coverage. The District shall continue to pay the premium for dental and vision coverage for the employee only. The employee shall pay dependent coverage.

The District will pay 100% of the premium cost for Term Life Insurance and AD&D coverage. The death benefit will be equal to the employee's annual salary (excluding overtime).

The District will continue to allow eligible group insurance plan premiums to be processed through the Flexible Spending Plan, 125 Plan.



### **3.2 STATE DISABILITY INSURANCE**

To maximize the benefits to the employee, when an employee is absent by reason of injury or illness, the District will coordinate sick leave and/or vacation leave benefits with Worker's Compensation or State Disability Insurance benefits. It is the employee's responsibility to file for State Disability and make all arrangements with the General Manager or his or her designee for leave coordination. For the District to coordinate benefits, the employee must provide the SDI checks to the District.

### **3.3 RETIREE HEALTH INSURANCE**

For purposes of this policy, health insurance does not include dental or vision care and is only available for the retiree and his or her spouse.

During the term of this MOU, the District shall contribute a maximum allowance of \$435 per month for retirees of the Water Systems Bargaining Unit toward their health insurance premium. In order to be eligible for this benefit the employee must retire under the Public Employee Retirement System and have 20 years of service to the District. The District will contribute 100% of the maximum allowance for eligible retirees. When the employee becomes eligible for Medicare to be the primary plan, the District shall contribute toward the supplemental plan, such amount not to exceed \$435 per month.

Nothing herein shall be construed to "vest" retirees with certain health benefits. The benefits provided to retirees may be amended pursuant to subsequent agreements. If this agreement is terminated, the Board of Directors shall determine the benefits to the retirees.

This policy shall apply to all regular employees who retire while a member of the Water Systems Bargaining Unit. District employees who retired prior to the formation of the Water Systems Bargaining Unit shall receive such health insurance coverage as shall be determined by the Board of Directors, provided that such amount shall not be less than the amounts provided to Retirees under this Article.

## **CHAPTER 4: LEAVES**

### **4.1 HOLIDAYS**

Regular, full-time employees of the District are eligible for the following days off with pay:

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  
Day after Thanksgiving Day  
Christmas Day  
Day after Christmas\*

\*On an annual basis, the District schedules a holiday in association with  
Christmas and/or New Year's Eve.

Generally, if a holiday falls on a Sunday, the following Monday shall be deemed the  
holiday in lieu of the day observed. If the holiday falls on a Saturday, the previous  
Friday will be observed.

Subject to the needs of the District, if a holiday falls on an employee's normal day off,  
the employee may be relieved from work the previous or following workday, or the  
District may elect to pay the employee for the day off.

An employee who calls in sick on either the workday prior to the holiday or the workday  
following the holiday shall not receive pay for the holiday. A pattern of calling in sick  
prior to or following a holiday may be grounds for discipline.

Holiday Pay-Full -time employees shall receive eight (8) hours of holiday pay at straight  
time on the District-observed holiday. Holiday pay is not counted for the purpose of  
calculating an employee's overtime hours of work.

Overtime for Work on Holidays - Employees required to work on District-observed  
holidays will receive pay at the rate of time and one-half for each hour worked, in  
addition to the eight (8) hours of straight pay.

#### **4.2 SICK LEAVE**

The objective of this section is to provide methods of furthering the health and general  
welfare of District employees, as well as ensuring maximum and reasonable job  
attendance.

Employees shall not be allowed to take sick leave until the leave time has been  
earned in conformance with the provisions of this MOU.

Usage - Employees are entitled to use accrued sick leave, with the approval of the General Manager, to a maximum of the time accrued, for the following conditions:

- A. An employee, employee's spouse's or employee's dependents' illness or injury. Leaves of more than three (3) days for this reason may require a doctor's or licensed practitioner's certificate indicating absence from work was necessary.
- B. An employee, employee's spouse's or employee's dependents' dental, eye or other physical or medical examination or treatment by a licensed practitioner. Unless otherwise approved, leaves for this purpose are limited to four (4) hours in any one workday.

If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, he or she shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

Employees shall not use sick leave for the sole purpose of utilizing such accrued time prior to separation from service.

Bereavement Leave - An employee compelled to be absent from duty because of the death of a member of his or her family may be granted the ability to use up to three (3) days of sick leave per calendar year, upon approval of his or her supervisor.

Accrual - Sick leave is accrued by all regular full-time employees on the basis of biweekly payrolls. The District provides 3.69 hours of sick leave per pay period for a total of 12 days per year. Eligible employees shall accrue sick leave credit from their first day of employment. Regular part-time employees shall accrue sick leave on a pro-rata basis.

Accrued sick leave is not compensable upon separation of service.

Employees retiring under the Public Employees' Retirement System (PERS) shall receive retirement credit for unused sick leave at the rate determined by PERS. Employees otherwise terminated or separated from service shall not receive compensation for unused sick leave.

Administration of Sick Leave - An employee shall notify his or her supervisor before 8:15 a.m. if sick. An employee is required to notify his or her supervisor of illness on a daily basis, unless a medical practitioner has advised the employee in writing that a multiple day absence is necessary. Employees who wish to use their sick leave time for planned medical services must coordinate the sick leave with their supervisor to meet the District workload.

Upon return to work, employees may be required to submit a sick leave request form or record of sick leave use to his/ her supervisor for approval. The General Manager

may request information in order to aid in the determination of whether the sick leave use is legitimate. The General Manager may require a physician's statement or acceptable substitute from an employee who applies for sick leave or make whatever reasonable investigation into the circumstances that appear warranted before taking action on a sick leave request.

Prior to the resumption of work duties after taking any occurrence of sick leave or industrial disability leave due to injury or illness, an employee may be required to undergo a physical examination by the District physician or submit a certificate of employability from the employee's treating physician.

Employees absent for illness or injury longer than ten (10) consecutive working days or longer shall not be permitted to return to duty without a physician's certificate releasing the employee for normal duty and attesting to the employee's ability to perform the normal duties of the position.

Sick Leave--Excessive Usage - The sick leave program is designed to provide employees with two benefits: (i) available paid leave for a reasonable amount of short-term illnesses, and (ii) provide a savings bank of time to ensure available paid leave for long-term illnesses. In order to ensure that the sick leave program is being utilized for both purposes, all District employees are monitored to ensure that their usage of the sick leave benefits is not excessive. "Excessive usage is defined as follows:

- A. Where an employee utilizes more than four days for sick leave in any calendar year in connection with the day before or after a holiday or first or last day of workweek;
- B. Where an employee is absent from work on at least eight separate occasions for a total of at least sixty-four hours in a calendar year for two years in a row.

Excessive Use Program - Once an employee has been identified as having excessive sick leave usage, as defined in this subsection, he or she will enter into the following program:

- A. The first year an employee is identified as having excessive usage the employee shall be counseled by their supervisor and shall receive a sick leave reminder letter, which will be placed in the employee's personnel file.
- B. If an employee is identified as having excessive sick leave usage two consecutive years or two out of three years, the employee will be counseled by their supervisor and shall receive a written reprimand which will be placed in the employee's personnel file. All sick leave usage will require a doctor's excuse for a period of one year following the written reprimand.
- C. If an employee is identified as having excessive sick leave usage three

consecutive years or three out of four years, the employee will receive a three-day suspension without pay. Sick leave usage will continue to require a doctor's excuse for a period of one year.

- D. If an employee is identified as having excessive sick leave usage in excess of four consecutive years or four out of five years, serious disciplinary action, which may include termination from service, will occur.

An employee that uses sick leave for illegitimate purposes shall be subject to discipline and the District may recover such funds from the employee.

### 4.3 VACATION LEAVE

For the benefit of regular full-time employees, the District provides annual vacation leave. Vacation leave is accrued on the basis of biweekly payrolls. For regular part-time employees, the annual vacation leave rates are pro-rated.

For purposes of this section, one (1) year shall be equivalent to twenty-six (26) bi-weekly pay periods of continuous service as a regular full-time or regular part-time employee.

#### Vacation Accrual Rates:

<u>Years of Service</u>	<u>Biweekly Accrual Hours per Year</u>	
<u>New employee to completion of 5th year</u>	<u>3.692 hours</u>	<u>96 hours</u>
<u>Start of 6<sup>th</sup> year to Completion of 10<sup>th</sup> year</u>	<u>4.615 hours</u>	<u>120 hours</u>
<u>11<sup>th</sup> year</u>	<u>4.923 hours</u>	<u>128 hours</u>
<u>12<sup>th</sup> year</u>	<u>5.231 hours</u>	<u>136 hours</u>
<u>13<sup>th</sup> year</u>	<u>5.538 hours</u>	<u>144 hours</u>
<u>14<sup>th</sup> year</u>	<u>5.846 hours</u>	<u>152 hours</u>
<u>Start of 15<sup>th</sup> year to Completion of the 19<sup>th</sup> year</u>	<u>6.154 hours</u>	<u>160 hours</u>
<u>20<sup>th</sup> year and each year thereafter</u>	<u>7.692 hours</u>	<u>200 hours</u>

The maximum accrual of vacation leave is 320 hours. No accrual of vacation leave will occur beyond 320 hours.

Service to the District in any capacity other than a regular full-time or regular part-time employee does not register as "Years of Service" for the calculation of vacation leave accrual.

Coordination of Time Off Work for all employees: - The employee's immediate supervisor and the General Manager must approve in advance all leave, including vacation, uncompensated time off, or any other leave. Sufficient notice in order to ensure adequate coverage is required. Employees must request the vacation leave a minimum of ten (10) working days prior to the desired start of vacation leave. Application for leave forms will be available in the District office.

#### **4.4 LEAVES OF ABSENCE**

The General Manager may grant an employee a leave of absence without pay or benefits for a period not to exceed three (3) months. A longer leave of absence may be granted by the Board of Directors.

#### **4.5 JURY DUTY**

Any employee required to serve on a jury shall receive his or her regular pay, for such time, provided he or she reimburses the District in the amount of any fee received for such jury duty. The employee shall not use District transportation to or from jury duty. If called to jury duty, the District will provide the employee with a letter from the District asking the Court to limit the jury assignment to three days in the interest of the public good given the needs of the District due to its limited staffing and the importance of providing quality water to the public.

#### **4.6 Job Abandonment (AWOL)**

An employee is deemed to have voluntarily resigned without good cause if the employee is absent for three consecutive work days without prior authorization and without notification during the period of the absence ("AWOL"). Only regular employees will receive notice of intent to terminate, an opportunity to respond, and final notice of termination for job abandonment. An employee separated for job abandonment may be reinstated by the General Manager upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee has the right to an evidentiary appeal for AWOL separations.

## CHAPTER 5: RETIREMENT BENEFITS

### **5.1 PUBLIC EMPLOYEES RETIREMENT SYSTEM**

#### **A. PERS RETIREMENT FIRST TIER**

District employees hired before June 19, 2006 are enrolled in the PERS 2.7% at 55 Plan with the single highest year option. The employees pay the 8% employee share of the PERS contribution. The 2.7% plan shall be integrated with Social Security and cost of living adjustments for retirees shall not exceed 3% per year.

#### **B. PERS RETIREMENT SECOND TIER**

District employees hired on or after June 19, 2006 but before implementation of the third tier (5.1 C of this article) are enrolled in the PERS 2.7% at 55 Plan with the three highest year option. The employees shall pay the 8% employee share of the PERS contribution. The 2.7% plan shall be integrated with social security and cost of living adjustments for retirees shall not exceed 2% per year.

#### **C. PERS RETIREMENT THIRD TIER**

Upon ratification by both parties and as soon as administratively feasible, the District will proceed with modification of the Public Employees Retirement System contract to establish a third tier by implementing the 2% at 55 Retirement Plan with the three highest year compensation option and the 2% cost of living increase. This third tier only applies to employees hired after the modification of the PERS contract.

#### **D. PERS RETIREMENT FOURTH TIER**

District employees hired on or after January 1, 2012 are enrolled in the PERS 2% at 62 Plan with the three highest year option. The employees shall pay half of the District Normal Cost Rate as reported from CalPERS and defined under PEPRA starting January 1, 2014 as the employee's portion. The 2% Plan shall be integrated with Social Security, and cost of living adjustments for retirees shall not exceed 2%.

### **5.2 DEFERRED COMPENSATION PLAN**

The District provides a deferred compensation investment plan (401A and/or 457) to employees. Employees may designate the amount of compensation they wish to contribute to the plan as a specific dollar amount. The Deferred Compensation Plan shall be an employee-only contribution plan. Employer contributions are not required.

## CHAPTER 6: EMPLOYEE GRIEVANCE PROCEDURE

### **6.1 PURPOSE**

With the exceptions below, a grievance is defined as a complaint by an employee that the District has violated a written policy contained in this MOU between the District and a recognized employee organization, or a provision of federal, state, or local law, which adversely affects the employee. Specifically excluded from the grievance procedures are claims or complaints of alleged discrimination or harassment, complaints relating to performance evaluations, and all disciplinary actions. Specific procedures for concerns regarding those items are addressed in separate sections of this Agreement, or in the District's Personnel Rules.

### **6.2 GRIEVANCE PROCEDURE STEPS**

**Level I. Preliminary Informal Resolution.** An employee who believes she or he has a grievance shall present it orally to his or her immediate supervisor within ten (10) business days after the employee knew, or reasonably should have known, of the circumstances that form the basis for the grievance. The immediate supervisor will discuss the grievance with the employee and respond to the employee in writing within ten (10) business days after their discussion. If the grievance is against the employee's supervisor, the employee may skip Level I and advance to Level II, provided he or she complies with all applicable time limits and other requirements for Level I.

**Level II Supervisor.** If the grievance is not resolved at Level I, the employee may present his or her grievance in writing to his or her supervisor or to the General Manager (if the employee's supervisor is the General Manager) within ten (10) business days of the date of the Level I response.

The Level II grievance shall include the following:

- A. A concise statement of the grievance, including specific reference to the policy allegedly violated;
- B. The circumstances involved;
- C. The decision rendered at Level I, if any;
- D. The dates when:
  - i. the grievance was first discussed with the immediate supervisor;
  - ii. the Level I response was issued; and
  - iii. the employee submitted the grievance to Level II;
- E. The specific remedy sought.

Within ten (10) calendar days of receipt of the employee's Level II grievance, the employee's supervisor or the General Manager shall meet with the employee and try to resolve the dispute. He or she shall issue a written response to the employee within ten (10) calendar days of the meeting with the employee. If no response is issued within the time limit, the grievance will be deemed denied at that level and the employee may appeal to the next level.



**Level III. General Manager.** In the event the grievance is not resolved at Level II, the employee may, within seven (7) business days of the date of the Level II response, appeal the decision in writing to the General Manager. If the decision being appealed was made by the General Manager, then the employee may skip Level III and proceed to Level IV. The Level III appeal shall include a copy of the original grievance; a copy of the written Level II decision; and a clear, concise statement of the reasons for the appeal to Level III.

Within ten (10) calendar days from the date of General Manager's receipt of the Level III grievance, the General Manager will issue a written determination to the employee.

**Level IV. Hearing.** If the grievance is not resolved at Level III or if the grievance is against the General Manager, the employee may, within seven (7) business days of the date of the Level III written response, appeal the decision by submitting to the General Manager a written request for appeal by a designated hearing officer, who will be selected in accordance with section 7.4.5 of this Agreement. After the hearing, the hearing officer will issue a written decision on the matter. The hearing officer's decision shall be final and binding on the parties.

### **6.3 GENERAL RULES FOR GRIEVANCES**

All employee grievances must follow the steps outlined above. Except as expressly stated in this Agreement, at no time may an employee bypass a step. Time limits set forth above may be extended upon the written consent of both parties. Employees will not be retaliated against for filing or pursuing a grievance in good faith under this procedure. Employees are entitled to representation throughout the grievance process.

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 withdrawn.

A copy of all formal grievance decisions shall be placed in a grievance file belonging to the District. A copy of the grievance decision will be provided to the employee.

### **6.4 TIME EXTENSION**

The parties by mutual written consent may extend any of the time limits set forth in this section.

## CHAPTER 7: DISCIPLINARY PROCEDURES

### 7.1 GENERAL RULES OF CONDUCT

The District expects all of its employees to act in the best interest of the District and its customers and residents. It is the responsibility of all employees to observe all rules, guidelines, and operating procedures of the District. The District further expects that each of its employees will act in a polite and professional manner when dealing with members of the public and other employees. These General Rules of Conduct, along with the "Examples of Unacceptable Conduct" listed below, are not meant to be all-inclusive, but rather to provide illustrations of acceptable conduct versus problematic conduct.

### 7.2 EXAMPLES OF UNACCEPTABLE CONDUCT

The following list presents examples of some of the types of unacceptable conduct that may result in disciplinary action, up to and including immediate termination. This list is not an exhaustive list of what may result in discipline, up to and including immediate termination:

- A. Fraud in securing employment;
- B. Abuse of sick leave, excessive absenteeism or tardiness, and/or unexcused absences;
- C. Falsification of records;
- D. Inadequate job performance;
- E. Dishonesty;
- F. Violence or threat violence towards other employees or the public;
- G. Conviction of a felony or misdemeanor involving a crime which renders an employee unfit for duty;
- H. Theft;
- I. Negligent or reckless operation of District vehicles and equipment;
- J. Falsification of, or material omission from any employment application, payroll records, time reports, or other the District documents;
- K. Violation of any of the District's Policies, Procedures, Administrative or Operational Directives, including any policies in the District's Personnel Guidelines or in this Agreement, or inducing other employees to violate any such rules;
- L. Violation of the District's Purchasing Policies;
- M. Violation of safety rules or practices;
- N. Violation of the District's policy prohibiting harassment, abusive conduct or discrimination;
- O. Violation of the District's Drug and Alcohol-Free Workplace Policy;
- P. Sleeping during work hours is prohibited unless separate authorization has been given;
- Q. Possession of firearms or dangerous weapons on District property. A dangerous weapon is any object or tool used in an unauthorized or unsafe manner;
- R. Private use of District equipment, vehicles, tools, and materials;

- S. Unauthorized or illegal disclosure of or other failure to properly protect trade secrets of the District, such as customer private information and any other confidential information relating to the security of District operations, such as water quality;
- T. Soliciting coworkers when either employee is on working time being paid for by the District is prohibited, including the use of e-mail. Distribution or posting of pamphlet, leaflets, or any other literature in the District offices is prohibited during working time of any employee involved.

### **7.3 TYPES OF DISCIPLINARY ACTION**

Disciplinary action includes oral warning, written warning, issuance of a Last Chance Agreement, suspension, reduction in salary, demotion, reduction in salary, or termination of employment.

- A. Oral Warning: communication to an employee that his or her performance or behavior must be improved and failure to do so may result in more serious discipline. An employee's supervisor or the General Manager may note the date, time, and content of oral reprimand, but no record of oral reprimand shall be placed in the employee's personnel file unless subsequent action is necessary.
- B. Written Warning: a formal written notice to an employee that further disciplinary action will be taken unless his or her performance or behavior improves. A copy of the written reprimand is given to the employee and the original is filed in the employee's personnel file. The employee must acknowledge receipt of the written warning by signing the letter at the time of presentation; this signature signifies only the receipt of the document, it does not signify the employee's agreement with the allegations.
- C. Suspension: the temporary removal of an employee from his or her duties without pay for disciplinary purposes. Employees suspended from his or her employment with the District forfeit all rights, privileges, and salary with the exception of group health and life insurance benefits.
- D. Reduction in Salary: a reduction in salary step within the employee's salary range for a specified period of time for disciplinary purposes.
- E. Demotion: the removal of an employee from a position to another position carrying a lower maximum rate of pay, as a result of a disciplinary action.
- F. Discharge: the removal of an employee from District employment, as provided for in these Guidelines.
- G. Last Chance Agreement: In lieu of discharge, the District and Local 39 may agree to enter into a "Last Chance Agreement", whereby the employee will remain employed with the District,

but may be discharged at a later date for violating the District's policies or this Memorandum of Understanding. Additionally, the employee agrees to waive his or her rights to challenge his or her termination in exchange for entering into a Last Chance Agreement and remaining employed

#### **7.4 DISCIPLINARY NOTICE/APPEAL PROCEDURE**

This Section does not apply to probationary (including employees on disciplinary or promotional probation) or temporary employees.

##### **7.4.1 Written Notice of Proposed Action**

In the event the District imposes disciplinary action as described in section 7.3, subsections C-G, the employee will be given a notice of the disciplinary action.

##### **Notice of the Disciplinary Action**

Prior to the imposition of discipline as described in section 7.3, subsections C-G, a regular employee shall be provided a written notice or "Skelly letter" by the employee's supervisor (the Operations Manager or the Water Quality Manager) proposing to implement discipline which contains:

1. Notice of the proposed action;
2. The reasons for the proposed action;
3. A copy of the charges and any materials upon which the proposed action is based;
4. Notice that the employee is entitled to an opportunity to respond within five (5) working days after the notice has been served upon employee to the charges orally or in writing, or both, personally or with a representative who may be an attorney;
5. The date and time of the response or "Skelly" meeting, which shall be held according to section 7.4.2;
6. Notice that if the employee fails to attend the response meeting the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

##### **7.4.2 Response Meeting/Skelly Review Meeting**

No more than ten (10) business days after the notice has been served upon employee, employee shall have the opportunity to refute charges or present facts that is known as a "Skelly" Review meeting with the General Manager. The employee may respond orally or in writing, personally or with a representative. Neither party shall be entitled to call witnesses or take

testimony.

If an employee fails to respond to the notice for a Skelly Review meeting, the General Manager or his or her designee shall notify the employee in writing that his or her time to respond has expired, and that the discipline shall be imposed.

If the employee requests a Skelly Review meeting, the General Manager shall consider information contained in the charges and recommendations, as well as information presented by the employee or his or her representative and issue a Final Notice as set forth in Section 7.4.3.

#### **7.4.3 Post-Skelly Final Notice**

Within ten (10) days after the Skelly Review meeting, the General Manager or his or her designee shall: 1) dismiss the notice and take no disciplinary action against the employee; 2) issue disciplinary action that is less severe than the intended disciplinary action; or 3) prepare and serve upon the employee a final notice of disciplinary action.

The final notice of disciplinary action shall include the following:

1. The disciplinary action taken;
2. The effective date of the disciplinary action taken;
3. Specific charges upon which the action is based;
4. A summary of the facts upon which the charges are based;
5. The written materials, reports and documents upon which the disciplinary action is based; and
6. The employee's right to appeal.

Disciplinary action other than a suspension, demotion or termination (i.e., written or oral reprimands) shall not be subject to appeal. Disciplinary action consisting of a suspension, demotion or termination may be appealed by regular employees pursuant to Sections 7.4.4 and 7.4.6.

#### **7.4.4 Appeals of Disciplinary Action**

Any regular employee shall have the right to appeal the General Manager's decision to a neutral hearing officer from any disciplinary action taken following a Skelly hearing. Such appeal shall be in writing and must be filed with the General Manager within ten (10) business days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.

The appeal hearing shall be an evidentiary hearing with due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. However, the formal rules of evidence shall not apply, and the hearing officer

shall be entitled to rely upon any evidence that reasonable persons would commonly rely upon in the course of the conduct of their business.

The hearing officer shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal or as soon as practical. The parties may continue the hearing either for the convenience of the District or for good cause upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of Section 11509 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

Neither the provisions of this section or this Chapter shall apply to reductions in force or reductions in pay, which are part of a general plan to reduce or adjust salaries and wages. However, any non-disciplinary reduction in pay is subject to the meet and confer process pursuant to Government Code sections 3504.5 and 3505.

#### **7.4.5 Selection of Hearing Officer for Appeal of Disciplinary Action**

Upon receipt of a disciplinary appeal hearing request by Local 39, the General Manager or his or her designee shall order that the matter be heard by a neutral hearing officer selected from a listing of arbitrators supplied by the State Conciliation Service. The individual shall be selected from a listing of five (5) individuals identified by the State Conciliation Service. If the parties cannot mutually agree upon a hearing officer, the hearing officer shall be selected by the parties through alternate the striking of names. The cost of the hearing officer will be shared equally between the parties.

#### **7.4.6 Appeal Hearing**

The appointed hearing officer shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal. The appointed hearing officer may continue the hearing either for the convenience of the District or for good cause upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of Section 11509 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

#### **7.4.7 Representation at Appeal**

Any District employee other than those appointed to supervisory, management, and confidential classifications shall be permitted to represent another District employee or group of District employees at the hearing of the appeal. The appellant may appear in person and/or be represented by counsel and/or a union representative.

#### **7.4.8 Notices to Witnesses**

Witnesses shall suffer no loss of compensation or benefits while participating in this procedure, in order to give testimony before the neutral hearing officer. Recognizing the District's need to provide continuity of services to the public, the union shall provide a list of required witnesses in advance of any scheduled hearing and shall ensure that the number of witnesses and their scheduling shall be reasonable.

#### **7.4.9 Failure of Employee to Appear at Appeal Hearing**

Failure of the appellant to appear at the hearing, without the prior written approval of the General Manager or hearing officer, shall be deemed a withdrawal of his or her appeal and the action in the Final Notice shall be final.

#### **7.4.10 Decision on the Appeal**

The hearing officer shall render a written decision within thirty (30) days after concluding the hearing or as soon as practical. The hearing officer's decision shall be final and binding.

#### **7.4.11 Time Limits**

In the event of extenuating circumstances, the time limits in this Section 7.4 may be extended to a definite date by written agreement between the employee and the District.

### **CHAPTER 8: MISCELLANEOUS ISSUES**

#### **8.1 SUBSTANCE ABUSE AND FITNESS FOR DUTY POLICY**

The "Alcohol and Drug-Free Workplace Policy" shall be incorporate by reference as a provision of this Agreement. A copy is attached to this Agreement as **Attachment B**.

## **8.2 UNLAWFUL HARASSMENT POLICY**

Policy Statement - It is legally mandated by State and Federal laws that employees have a right to work in an environment that is free from all forms of discrimination, and harassment, including sexual harassment. The District will tolerate neither harassment nor sexual harassment. Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code Section 12940. Sexual harassment is a costly form of discrimination that can result in expensive litigation that may result in back pay or punitive damage awards, withdrawal of Federal support funds and/ or other adverse actions. District employees have a grave responsibility for maintaining high standards of honesty, integrity, impartiality, and conduct to assure proper performance of the District's business and the maintenance of confidence of the people it serves. It will, therefore, be a violation of District policy for any employee to engage in any of the acts or behaviors set forth in the District Harassment Policy or in violation of any laws thereon.

## **8.3 DISTRICT VEHICLES**

District vehicles are to be used only for authorized business and are to be operated by authorized personnel. Unauthorized persons (i.e. spouses, children etc.) are not permitted in District vehicles. District vehicles are to be picked up and left off at the District yard each working day. District vehicles will not be taken home, except as noted below.

Employees subject to 24-hour maintenance calls are authorized to drive District vehicles home. Alcoholic beverages or unlawful substances of any kind are not permitted inside a District vehicle. Employees shall not smoke in District vehicles. As the use of a District vehicle in and out of working hours is subject to public scrutiny, all employees should drive with courtesy and safety at all times.

Possession of a valid California Driver's License and a satisfactory driving record to maintain insurability is required for all personnel operating District vehicles.

The District participates in the Department of Transportation (D.O.T.) Employee Pull Notice Program. Management will review records for anyone operating District vehicles.

Employees seeking a variance from this policy must receive a variance in writing from the General Manager or Board of Directors prior to using District vehicles in a manner other than specified in the policy.



#### **8.4 HIRING EMPLOYEES**

New Employees - Medical Examination Policy - The District, in conjunction with the District's Worker's Compensation Administrator, shall establish a medical exam procedure for new and prospective employees.

Introductory Period - The Introductory / Probationary Period for newly hired appointees to a regular position is twelve (12) months. This is the time-limited period of paid service, which is an extension of the examination process. It is intended to give new full-time and part-time appointees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Like all at-will employees, during the introductory period an employee may be dismissed at any time without prior notice and without cause.

#### **8.5 PEACEFUL PERFORMANCE**

The District and the Union recognize and acknowledge that the work performed by bargaining unit members in providing a clean, safe, reliable water supply to the Georgetown Divide is essential to the public safety, health and general welfare of the community. Neither the Union nor any steward, agent or employee will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, or any other intentional interruption or disruption of the operation of the District, regardless of the reason for so doing. The District shall not be required to meet and confer or negotiate on the merits of any dispute that may have given rise to an unlawful work stoppage until said work stoppage has ceased. Violation of this article shall be grounds for disciplinary action up to and including termination of employment. Each employee who holds the position of steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Section. In addition, in the event of a violation of this Section the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

#### **8.6 ORDER OF LAYOFF**

In the event a layoff is necessary, the General Manager, with the approval of the Board of Directors, shall determine which classification(s) will be affected. Flexibly staffed positions (I's and II's) will be treated as one classification for the purpose of this provision. Prior to the layoff of permanent employees, notice of release of employment shall first be given to employees in the following order by class or classes: extra help, provisional and probationary employees in the targeted classifications. The following sequence will be used to determine the order in which permanent employees in the targeted classifications will be laid off.

1. Permanent employees whose last recorded overall performance rating was "unacceptable" in the performance evaluation done ninety (90) days or more prior to the notice of layoff.

2. Permanent employees shall be laid off, by class, in the inverse order of seniority within classification within a department. Permanent part-time employees' seniority will be prorated based on hours worked.
  - a. Employees who voluntarily demote to a lower classification (not as part of a layoff and the layoff process) shall have their hours of service in the higher classification transferred to the lower classification for the purpose of calculating seniority for layoff purposes only.
3. The least senior employee may choose to "bump" to any class with the same or lower maximum salary in which the employee had previously served in a permanent status.
4. Ties. In the event of a tie in seniority the final decision will be made by lot.

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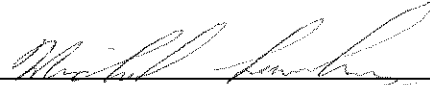
**WHEREFORE, THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED AND APPROVED**  
ON December 8, 2020

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, STATIONARY ENGINEERS  
LOCAL 39, AFL-CIO**

**GEORGETOWN DIVIDE PUBLIC UTILITY  
DISTRICT**



**Bart Florence, Business Manager**



**Michael Saunders, Board President**



**Jeff Gladioux, President**



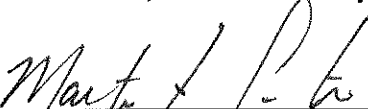
**Jeff Nelson, Interim General Manager**



**Charlie Solt, Director Public Employees**



**Chuck Thiel, Business Representative**



**Marty Ceirante, Shop Steward**



**Kyle Madison, Shop Steward**

**ATTACHMENT A**

**SALARY SCHEDULE**

**2020 REPRESENTED SALARY SCHEDULE**

<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
Maintenance Worker I	\$ 19.59	\$ 20.57	\$ 21.59	\$ 22.69	\$ 23.80
Maintenance Worker II	\$ 22.68	\$ 23.82	\$ 24.97	\$ 26.24	\$ 27.54
Wastewater Technician I	\$ 20.54	\$ 21.57	\$ 22.67	\$ 23.43	\$ 24.96
Wastewater Technician II	\$ 23.80	\$ 24.99	\$ 26.25	\$ 27.56	\$ 28.93
Canal Operator I	\$ 21.57	\$ 22.67	\$ 23.78	\$ 24.96	\$ 26.23
Canal Operator II	\$ 24.36	\$ 25.61	\$ 26.87	\$ 28.20	\$ 29.62
Distribution Operator I	\$ 22.67	\$ 23.81	\$ 24.98	\$ 26.23	\$ 27.56
Distribution Operator II	\$ 27.80	\$ 29.20	\$ 30.67	\$ 32.19	\$ 33.80
Distribution Lead	\$ 35.10	\$ 35.77	\$ 37.55	\$ 39.43	\$ 41.42
Maintenance Lead	\$ 27.50	\$ 28.87	\$ 30.33	\$ 31.85	\$ 33.44
Water Treatment Plant Operator Lead	\$ 35.10	\$ 36.86	\$ 38.70	\$ 40.63	\$ 42.66
Water Treatment Plant Operator II	\$ 27.80	\$ 29.20	\$ 30.67	\$ 32.19	\$ 33.80
Water Treatment Plant Operator III	\$ 31.91	\$ 33.50	\$ 35.18	\$ 36.93	\$ 38.78
Field Superintendent	\$ 37.54	\$ 39.42	\$ 41.39	\$ 43.46	\$ 45.63

## **ATTACHMENT B**

### **GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ALCOHOL AND DRUG-FREE WORKPLACE POLICY**

The purpose of this Alcohol and Drug-Free Workplace Policy ("Policy") is to assure worker fitness for duty and to protect our employees, passengers and the public from risks posed by the use of alcohol and controlled substances. This Policy is also intended to comply with all applicable State and Federal regulations governing workplace anti-drug programs in the transportation industry.

The Georgetown Divide Public Utility District ("District") recognizes that the use of alcohol or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy and productive work environment for all employees, it is the objective of the District to have a work-force that is free from the influence of alcohol and controlled substances.

#### **A. APPLICABILITY**

This Policy applies to all employees, volunteers, and interns when they are on District property or when performing any District-related business. It applies to off-site lunch periods and breaks when an employee is scheduled to return to work. It also applies to those employees on stand-by duty. Visitors, vendors, and contracted employees are governed by this Policy while on District premises, and they will not be permitted to conduct business if found to be in violation of this Policy.

A listing of the District's classifications, including safety-sensitive (function and/or position) classifications covered by this Policy can be found in Appendix "A" of this Policy. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

#### **B. PROHIBITED SUBSTANCES**

"Prohibited Substances" addressed by this policy include the following:

##### **1. Illegal Drugs**

Illegal drugs means a controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S. C. § 812, which includes, but are not limited to the following:

Amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine ("PCP").

**2. Legal Drugs**

Use of any legal drug (a) for any purposes other than the purposes for which it was prescribed or manufactured or in a quantity, frequency, or (b) in a manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

**3. Alcohol**

Use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any District business is prohibited.

"Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

**C. PROHIBITED CONDUCT**

**1. Manufacture, Trafficking, Possession, and Use**

Any District employee engaging in the unlawful manufacture, distribution, dispensing, possession or use of a Prohibited Substance on District premises, in District vehicles or while conducting District business off the premises is absolutely prohibited.

A violation of this Policy will result in disciplinary action pursuant to the District's Personnel Rules. For employees in a safety-sensitive position, a violation will result in removal from safety-sensitive duty and referral to a Substance Abuse Professional ("SAP"), as described in Section G of this Policy.

**2. Impaired/Not Fit for Duty**

Any District employee, who is reasonably suspected of being impaired, under the influence of a Prohibited Substance, or is not fit for duty shall be removed from his or her job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test as outlined in Appendix "B" of this Policy.

Employees failing to pass this reasonable suspicion test shall remain off duty and be referred to a SAP. A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a Prohibited Substance in the body above the minimum thresholds defined in the Department of Transportation guidelines, or if the employee refuses to submit to the reasonable suspicion testing.

### **3. Alcohol Use**

No District employee may report for duty or remain on duty when his or her ability to perform assigned functions is adversely affected by alcohol or when his or her breath alcohol concentration is 0.04 or greater. No District employee shall use alcohol while on duty or while performing safety-sensitive functions. Any violation of this Policy may be subject to discipline under the District's Personnel Rules.

No safety-sensitive employee shall use alcohol within four (4) hours of reporting for duty nor during hours that he or she is on call. Violation of this provision is prohibited and will subject the employee to removal from safety-sensitive duty and referral to a SAP.

## **D. NOTIFYING THE DISTRICT OF CRIMINAL DRUG CONVICTION**

Pursuant to 41 U.S.C.A. § 8103, any employee who fails to notify the District of any criminal controlled substance-related statute conviction shall be subject to disciplinary action under the District's Personnel Rules, which may include termination of employment. Employees must notify the District of any criminal controlled substance-related statute conviction no later than five (5) days after the conviction.

## **E. PROPER APPLICATION OF THE POLICY**

The District is dedicated to assuring fair and equitable application of this Policy. Therefore, supervisors are required to administer all aspects of the Policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this Policy, or who is found to deliberately misuse the Policy with respect to his or her subordinates shall be subject to disciplinary action under the District's Personnel Rules, which may include termination of employment.

## **F. TESTING FOR PROHIBITED SUBSTANCES**

### **1. Compliance with Testing Requirements**

All safety-sensitive employees, listed in Appendix "A", are subject to pre-employment, reasonable suspicion testing, and post-accident controlled substance testing and breath alcohol testing. Employees, who are in possession of a commercial driver's license are also subject to random drug testing, in addition to the testing mention above. All other District employees are subject to pre-employment testing, reasonable suspicion testing and post-accident testing controlled substance testing and breath alcohol testing.

Any District employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty

immediately and be referred to a SAP. Refusal to submit to a test can include an inability or refusal to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

## **2. Testing Procedures**

The District will refer the applicant or employee to an independent, National Institute on Drug Abuse ("NIDA") certified medical clinic or laboratory, which will administer the test. The District will pay the cost of the test. If the employee is determined by verifiable and confirmed, reasonable suspicion observation as unable to drive or impaired for driving, then a District supervisor will transport the individual to a medical facility for immediate testing.

Detailed procedures pertaining to each type of testing is outlined in Appendix "B" of this Policy.

## **3. Types of Testing-All District Employees**

All District employees may be tested under any of the following circumstances:

### **a. Pre-Employment Testing**

All applicants for District classifications shall undergo controlled substance testing prior to employment. Receipt of satisfactory test results is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment.

### **b. Reasonable Suspicion Testing**

All District employees will be subject to Prohibited Substance testing when there is a reason to believe that Prohibited Substance use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the effects of Prohibited Substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.
2. Physical signs and symptoms consistent with prohibited substance use.
3. Occurrence of a serious or potentially serious accident that may have been caused by human error.
4. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.



Reasonable suspicion determinations will be made by a supervisor, who is trained to detect the signs and symptoms of Prohibited Substance use, and who reasonably concludes that an employee may be adversely affected or impaired in his or her work performance due to Prohibited Substance abuse or misuse. Supervisors should use the form attached to this Policy as Appendix "C" to determine whether there is a verifiable and confirmed reasonable suspicion observation.

c. Post-Accident Testing

All District employees will be required to undergo Prohibited Substance testing if they are involved in an accident with a District vehicle that results in personal injury to an employee or others, which require first aid or medical attention or if there is damage to District property. This includes all employees who are on duty in the vehicles and any other whose performance could have contributed to the accident.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for controlled substance testing. If an alcohol test is not administered within two (2) hours following the accident, the District shall prepare and maintain a record stating the reasons the test was not promptly administered. Further, if an alcohol test is not administered within eight (8) hours or a controlled substance test is not administered within thirty-two (32) hours following the accident, the District shall cease attempts to administer testing and shall prepare and maintain a written record.

Any safety-sensitive employee, who leaves the scene of an accident without appropriate authorization prior to submission to Prohibited Substance testing, will be considered to have refused the test and subject to discipline, up to and including termination. That being said, the testing requirement should not be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a safety-sensitive employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care. Furthermore, the results of a breath alcohol, a blood alcohol or a urine controlled substance test conducted by Federal, State, or local officials having independent authority for the test, shall be considered valid, provided those tests conform to the applicable Federal, State or local testing requirements, and that the results of the tests are obtained by the District.

d. Return-to-Duty Testing

All employees who previously tested positive on a Prohibited Substance test must test negative and be evaluated and released to duty by the SAP before returning to duty. Employees will be required to undergo unannounced follow-up Prohibited Substance testing following returning to duty. The duration and frequency will be determined by the SAP. However, it shall not be less than six (6) tests during the first twelve (12) months, nor longer than sixty (60) months in total, following return to duty.

e. Employee Requested Testing

Any employee, who questions the result of a required controlled substance test under Department of Transportation guidelines, may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different Department of Health and Human Services ("DHHS") certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second test invalidated the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The employee's request for a retest must be made to the Medical Review Officer within seventy-two (72) hours of notice of the initial test result.

Requests after seventy-two (72) hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

4. Types of Testing-Employees with Commercial Driver's License

In addition to pre-employment testing, reasonable suspicion testing, post-accident testing, return to duty testing, and employee-requested testing, employees, who are in possession of a commercial driver's license are subject to random testing.

a. Random Testing

Employees in possession of a commercial driver's license will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each employee in possession of a commercial driver's license will have an equal chance of being tested each time selections are made. These eligible employees will be tested either just before departure, during duty, or just after the eligible employee has ceased performing his or her duty.

5. Treatment/Rehabilitation Program

An employee with a Prohibited Substance problem will be afforded an opportunity for treatment. Participants in the rehabilitation program may use accumulated sick leave, vacation and floating holidays, if any. Treatment for District employees will be in accordance with the following provisions:

a. Positive Controlled Substance and/or Alcohol Test

A Rehabilitation Program is available for District employees, who have tested positive for a Prohibited Substance on a one-time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. **Program costs and subsequent**

**controlled substance or alcohol testing costs will be paid by the employee.**

When recommended by the SAP, participation and completion of the rehabilitation program is mandatory. Failure of an employee in possession of a commercial driver's license to attend or complete a prescribed program will result in termination from employment.

Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to and sign a "Last Chance Agreement", whereby he or she agrees that if any future misconduct occurs because of controlled substance or alcohol abuse, or if the employee fails to complete the rehabilitation program, he or she will be subject to termination from employment. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years.

b. Voluntary Admittance:

All employees, who feel they have a problem with Prohibited Substances, may request voluntary admission to the rehabilitation program. Requests must be submitted to the General Manager or his or her designee for review. **Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the employee.**

Employee must agree to and sign a "Last Chance Agreement", whereby he or she agrees that if any future misconduct occurs as a result of Prohibited Substance abuse, or if the employee fails to complete the rehabilitation program, he or she will be subject to termination from employment. Additionally, upon completion of a rehabilitation program, employee must pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for thirty-six (36) months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a thirty-six (36) month period will result in termination from employment.

**6. Confidentiality and Privacy**

All Prohibited Substance test results are reported to the General Manager and will remain and be considered confidential. Results will only be disclosed within the District on a need-to-know basis and as allowed by law.

The Prohibited Substance test results will be retained in a secure location. Information about an employee's medical condition or history obtained in connection with a Prohibited Substance test will be kept in a file separate and apart from the employee's personnel file. The release of an individual's Prohibited Substance test results and other information gained in the testing process will only be otherwise disclosed in accordance with an employee's written authorization or as otherwise required or permitted by applicable law. For example, test results and other information obtained in the testing process may be used and disclosed in litigation (e.g., arbitration, administrative hearings or judicial proceedings) if

the information is relevant to the hearing or proceeding, to any government agency to the extent required by law, rule or regulation, or to a substance abuse or rehabilitation assessment/treatment facility or provider for the purpose of evaluation/assessment or treatment.

The District will attempt to ensure that all aspects of the testing process, including specimen or sample collection, are as private and confidential as reasonably practical.

#### **G. EMPLOYEE ASSESSMENT BY A SUBSTANCE ABUSE PROFESSIONAL**

Any District employee, who tests positive for the presence of a Prohibited Substance or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines, will be assessed by a SAP. A SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol or controlled substance-related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a District employee is returned to duty following rehabilitation, he or she must agree to and sign a "Last Chance Agreement", pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five (5) years, as determined by the SAP. **The cost of any rehabilitation and subsequent controlled substance or alcohol testing is borne by the employee and is on a one-time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result.**

#### **H. CONTACT PERSON**

Any questions regarding this policy should contact the following District representative:

General Manager  
6425 Main St  
Georgetown CA, 95634  
(530) 333-4356

#### **I. ACKNOWLEDGMENT**

As a condition of employment and continued employment, applicants and employees must sign an *Acknowledgment of Receipt of Policy* form, attached as Appendix "E", which will be provided along with a copy of this Policy.

## **J. RESERVATION OF RIGHTS**

This Policy supersedes and revokes any other District practice or policy relating to the use of drugs and alcohol in the workplace, Prohibited Substance testing, and all other subject matter discussed in this Policy. This Policy is not an express or implied contract of employment, nor is it to be interpreted as such. Any changes to this Policy will not be implemented until the required meet and confer obligations of the California Government Code are fulfilled.

APPENDIX "A"

EMPLOYEE CLASSIFICATIONS  
FOR THE GEORGETOWN DIVIDE PUBLIC UTILITY  
DISTRICT

**Safety-Sensitive Employee Classifications: Subject to Pre-employment, Post Accident, Fit for Duty, and Reasonable Suspicion:**

Maintenance Worker I/II  
Wastewater Technician I/II  
Canal Operator I/II  
Distribution Operator I/II  
Distribution Lead Maintenance Lead  
Water Treatment Plant Operator I/III  
Lead Water Treatment Plant Operator  
Field Superintendent

Employees who possess a Commercial Driver's License will also be subject to random drug testing.

**Classifications subject to pre-employment, post-accident, reasonable suspicion, return-to-duty and follow-up controlled substance and/or alcohol testing:**

All other positions (non safety-sensitive) not listed above.

The General Manager will maintain a list of the specific positions within the above listed classifications that are covered under Department of Transportation regulations.

**APPENDIX "B"**  
**PROCEDURES**  
**for**  
**THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

**A. PROCEDURES-REASONABLE SUSPICION TESTING**

1. An employee who may possibly be under the influence of a Prohibited Substance is observed by a supervisor.
2. Any employee may identify someone suspected of being under the influence of a Prohibited Substance to any supervisor. Employees should realize, however, that it is a violation of the District's Personnel Rules to make false or malicious statements about other employees and doing so can result in disciplinary action, up to and including termination, being taken against the offending employee. However, the supervisor must witness firsthand the employee's signs and symptoms.
3. The supervisor is then obligated to ensure that the matter is immediately investigated. If possible, two (2) supervisors determine (independently or together) that the employee in question may indeed be under the influence of a Prohibited Substance. The supervisor shall fill out the "Reasonable Suspicion" form to document his or her reasonable suspicions.
4. When the supervisor(s) suspect and believe that the employee may be under the influence of a Prohibited Substance, the employee is then immediately suspended from duty (with pay) and driven by District staff (or others designated) to the District specified collection site. Because of a testing facility requirement, the employee in question must show proof of identification, such as a photo driver's license or state-issued photo identification card.
5. Whenever practical, the General Manager should be notified in advance of the employee being taken to the collection site.
6. At the collection site, the employee will be required to submit a urine sample in the event that controlled substances are suspected or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.

7. The District will take precautions to prevent the employee being tested from going back to work and driving their own car home. Instead, the employee will be given assistance in obtaining a ride home from the collection site.
8. The employee whose test results are negative (less than 0.02 alcohol concentration) will be reinstated. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty for twenty-four (24) hours after administration of the test. The employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside SAP who will assess the employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination.
9. The employee whose controlled substance test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside SAP, who will assess the employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination.

#### **B. PROCEDURES-RANDOM TESTING**

1. The compliance company notifies the supervisor to send the eligible employee to the collection site for alcohol or controlled substance testing.
2. The supervisor notifies the eligible employee to go to the collection site for alcohol or controlled substance testing immediately. Because of a testing facility requirement, the eligible employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the eligible employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the eligible employee with maximum privacy without compromising the integrity of the sample.
4. The eligible employee whose test results are negative (less than 0.02 alcohol concentration) will be reinstated. The eligible employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-



four (24) hours after administration of the test. The eligible employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside SAP who will assess the eligible employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the eligible employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the eligible employee's termination.

5. The eligible employee whose controlled substance test results are verified negative will be reinstated. The eligible employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside SAP who will assess the eligible employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the eligible employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the eligible employee's termination.

### **C. PROCEDURES-POST-ACCIDENT**

1. The employee notifies a supervisor that an accident has occurred.
2. The supervisor determines that the circumstances of the accident warrant a post-accident test when an injury occurred as a result of the accident or District property was damaged. Thereafter, the supervisor directs the employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
4. The General Manager will be notified that an accident has occurred, and that the employee was instructed to go to the collection site.
5. The employee whose test results are negative (less than 0.02 alcohol concentration) will be reinstated. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty for 24 hours after administration of the test. The employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside SAP who will assess the employee's condition and make a recommendation for treatment which, if accepted

by the District, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return- to-duty and unannounced follow-up testing will result in the employee's termination.

6. The employee whose controlled substance test results are verified negative will be reinstated. The employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside SAP, who will assess the employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the employee's termination.

#### **D. PROCEDURES -RETURN-TO-DUTY and FOLLOW-UP**

1. The compliance company notifies the District to send the employee to the collection site for alcohol and controlled substance testing.
2. The supervisor notifies the employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the employee in question must have proof of identification, such as a photo driver's license or state- issued photo identification card.
3. At the collection site, the employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the employee with maximum privacy without compromising the integrity of the sample.
4. The employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

#### **E. PROCEDURES -CHAIN OF CUSTODY FOR CONTROLLED SUBSTANCE SPECIMENS**

1. At the time a specimen is collected, the employee will be given a copy of the specimen collection procedures.
2. Urine will be in a wide-mouthed clinic specimen container, which will remain in full view of the employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
3. Immediately after the specimens are collected, the urine bottles will, in the presence of the employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or

alcohol testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the employee's presence and the employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.

4. A chain of custody form will be completed by the on-duty technician during the specimen collection process and attached to and mailed with the specimen.

#### **F. PROCEDURES -SPECIMEN COLLECTION OF STRANGE AND/OR UNRECOGNIZABLE SUBSTANCES**

1. An employee is observed with a strange and/or unrecognizable substance.
2. The supervisor, in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and a witness.
3. An incident report is made and signed by both the supervisor and a witness.
4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

#### **G. PROCEDURES -ALCOHOL CONCENTRATION**

1. The employee and the on-duty Breath Alcohol Technician ("BAT") complete the alcohol testing form to ensure that the results are properly recorded.
2. After an explanation of how the breathalyzer works, an initial breath sample is taken.
3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after, nor more than 30 minutes after the screening test.
4. The confirmation test will utilize Evidential Breath Testing devices that prints out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

### **APPENDIX "C"**

#### **ALCOHOL AND DRUG-FREE WORKPLACE POLICY REASONABLE SUSPICION REPORT FORM**

This form must be completed by director, manager or supervisor whenever an employee is requested to submit to reasonable suspicion. Prohibited Substance testing. Please attach additional documents as necessary. A witness is preferred, but not necessary.

The following are the specific facts that have led me to suspect that the above named employee has violated the District's Alcohol and Drug-Free Workplace Policy:

**OBSERVATIONS**

Date of Observation: \_\_\_\_\_ Location: \_\_\_\_\_

Time of Observation: From \_\_\_\_\_ am/pm To: \_\_\_\_\_ am/pm

**A. PERSONAL BEHAVIOR (Check all that apply.)**

**1. SPEECH:**

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> Normal     | <input type="checkbox"/> Incoherent/Confused |
| <input type="checkbox"/> Angry      | <input type="checkbox"/> Slurred             |
| <input type="checkbox"/> Whispering | <input type="checkbox"/> Silent              |

**2. BALANCE:**

- |                                     |                                  |
|-------------------------------------|----------------------------------|
| <input type="checkbox"/> Normal     | <input type="checkbox"/> Swaying |
| <input type="checkbox"/> Staggering | <input type="checkbox"/> Falling |

**3. WALKING:**

- |                                  |                                    |
|----------------------------------|------------------------------------|
| <input type="checkbox"/> Normal  | <input type="checkbox"/> Stumbling |
| <input type="checkbox"/> Swaying | <input type="checkbox"/> Falling   |

**4. AWARENESS:**

- |   |                                   |
|---|-----------------------------------|
| <input type="checkbox"/> Normal                             | <input type="checkbox"/> Confused |
| <input type="checkbox"/> Sleepy/Stupor                      | <input type="checkbox"/> Paranoid |
| <input type="checkbox"/> Lack of Coordination               |                                   |
| <input type="checkbox"/> Excessive Yawning or Fatigue       |                                   |
| <input type="checkbox"/> Slow Movements                     |                                   |
| <input type="checkbox"/> Cannot Control Machinery/Equipment |                                   |

**5. APPEARANCE:**

- |  |   |
|--|---|
| <input type="checkbox"/> Red Eyes                          | <input type="checkbox"/> Dilated (Large) Pupils |
| <input type="checkbox"/> Weigh Loss/Malnutrition           | <input type="checkbox"/> Dry Mouth              |
| <input type="checkbox"/> unkempt Appearance                | <input type="checkbox"/> Flushed/Pale Face      |
| <input type="checkbox"/> Smell of Alcohol                  | <input type="checkbox"/> Frequent Sniffing      |
| <input type="checkbox"/> Sunglasses at Inappropriate Times |   |

**6. Other observed actions or behavior:**

---

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**B. JOB PERFORMANCE (Check all that apply.)**

<b>1. General (Note number in last 3 months)</b>	<b><u>Occurrences</u></b>	<b><u>No. of Days</u></b>
<input type="checkbox"/> Excessive absence	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Excessive unplanned absences	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Frequent absence before/after days off	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Frequent unexplained disappearances	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Long breaks or lunches	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Frequently leaves work early	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Frequently late to work	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Experiences or causes job accidents	<input type="checkbox"/>	<input type="checkbox"/>

Increased concern about safety offenses (specific): \_\_\_\_\_

**2. Quality and Quantity of Work:**

- Clear refusal to do assigned work
- Mistakes due to poor judgement
- Mistakes due to inattention
- Repeated mistakes in spite of increased guidance and supervision
- More than usual supervision necessary
- Reduced quantity of work/Takes longer to complete work
- Inconsistent quantity or quality of work
- Missed deadlines/Excessive procrastination
- Difficulty in handling complex work assignments

- \_\_\_\_\_ Lack of concentration on-the-job
- \_\_\_\_\_ Waste of materials/ Damage to Company equipment or property
- \_\_\_\_\_ Near miss of serious accidents
- \_\_\_\_\_ Takes risks that can physically harm co-workers or the public
- \_\_\_\_\_ Frequent, unsupported explanations for poor work performance
- \_\_\_\_\_ Noticeable change in written and/or verbal communication
- \_\_\_\_\_ Complaints from customers about work performance
- \_\_\_\_\_ Other (specify): \_\_\_\_\_

**3. Work Relationships/Personal Behavior**

- \_\_\_\_\_ Change in relations with others Frequent or intense
- \_\_\_\_\_ Frequent or intense arguments
- \_\_\_\_\_ Verbal abusiveness
- \_\_\_\_\_ Physical abusiveness
- \_\_\_\_\_ Withdrawn, less involved with people
- \_\_\_\_\_ Expressions of discontent or frustration
- \_\_\_\_\_ Complaints by co-workers or subordinates
- \_\_\_\_\_ Unusual sensitivity to advice or critique
- \_\_\_\_\_ Unpredictable response to supervision
- \_\_\_\_\_ Wide mood swings
- \_\_\_\_\_ Major change in personality
- \_\_\_\_\_ Increasingly talkative
- \_\_\_\_\_ Memory problems/losses
- \_\_\_\_\_ Increasingly irritable or tearful
- \_\_\_\_\_ Changes in/unusual personal appearance
- \_\_\_\_\_ Other \_\_\_\_\_

**4. Other information/observations (please be specific):**

---

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**C. POST-ACCIDENT (Please complete if applicable)**

Specify the reasonable suspicion which indicates that alcohol or drug usage may have been a factor in the accident:

---

---

**Above conduct and behavior witnessed by:**

\_\_\_\_\_  
Name of Director, Manager or Supervisor  
(Please Print)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of Director, Manager or Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Witness (Preferred but not necessary)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**APPENDIX "D"**

**AUTHORIZATION AND RELEASE OF PROTECTED HEALTH INFORMATION**

I hereby authorize the use and disclosure of my individually identifiable health information as described below. I understand that signing this authorization is voluntary. I understand that I am entitled to receive a copy of this form upon signing it.

I understand that if the organization or individual authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations.

I understand that I have a right to revoke this authorization, but that I must send a written revocation to the Georgetown Divide Public Utility District, attention General Manager, 6425 Main Street, Georgetown, CA 95634. I also understand that the revocation applies to uses and disclosures made after the revocation is made.

Employee Name:	
Person or organization authorized to RELEASE my health information:	Name: Address: City, State Zip: Phone Number:
Person or organization authorized to RECEIVE my health information:	Name: Address : City, State Zip: Phone Number:
Specific description of information is to be disclosed (be specific, include dates):	
What is the purpose of the disclosure?	
This authorization will expire on (date or event):	
Signed:	Date:
Patient Name (Print):	
If signed by a patient representative Representative Name (Print) :	Relationship to Patient, including authority for status as representative:

\*\*\*YOU MAY REFUSE TO SIGN THIS FORM \*\*\*This form does NOT authorize the release of psychotherapy notes.



**APPENDIX "E"**

**ACKNOWLEDGMENT OF RECEIPT  
Georgetown Divide Public Utility District  
Alcohol and Drug-Free Workplace Policy Acknowledgment**

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE District's Alcohol and Drug-Free Workplace Policy concerning drug and alcohol testing. I have read and understand the provisions outlined in the District's Alcohol and Drug-Free Workplace Policy and agree to comply with all the requirements that it contains. I understand that compliance with the District's Alcohol and Drug-Free Workplace Policy is a condition of continued employment with the District. I understand that disciplinary action may be taken if I am found in violation of the policy, up to and including the termination of employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Full Name

## APPENDIX "F" DEFINITIONS

**ACCIDENT** -means an unintended happening or mishap where there is loss of human life (regardless of fault), bodily injury, significant property damage, or an injury as defined by Workers' Compensation Guidelines.

**ALCOHOL** -means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

**ALCOHOL CONCENTRATION** -means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air.

**ALCOHOL USE** -means consumption of any beverage, mixture, or preparation, including any medication containing ethyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor-filled chocolates.

Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

**BREATHALCOHOL TECHNICIAN ("BAT")** -means a person trained to proficiency in the operation of the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BATs are the only qualified personnel to administer the EBT tests.

**CHAIN OF CUSTODY** -means the procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

**COLLECTION SITE** -means a place designated by the District where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

**COMMERCIAL MOTOR VEHICLE** -means a motor vehicle, or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

**CONFIRMATION TEST** -for alcohol testing means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For

controlled substances testing this means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

**CONTROLLED SUBSTANCE (DRUG) TEST-A** method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may be either an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Services guidelines. **The primary (initial or screening) controlled substance test thresholds for a verified positive test result for a safety-sensitive employee are those that are equal to or greater than:**

Amphetamines 1000 ng/ml Cocaine Metabolites 300 ng/ml Marijuana Metabolites 50 ng/ml  
Opiates Metabolites 2000 ng/ml Phencyclidine (PCP) 25 ng/ml

**The primary (initial or screening) controlled substance test thresholds for a verified positive test result for a non safety-sensitive employee or a safety-sensitive employee tested under District authority are those that are equal to or greater than:**

Amphetamines 1000 ng/ml  
Barbiturates 300 ng/ml  
Benzodiazepines 300 ng/ml Cocaine Metabolites 300 ng/ml Marijuana Metabolites 50 ng/ml  
Methadone 300 ng/ml  
Methaqualone 300 ng/ml  
Opiates 2000 ng/ml  
Phencyclidine 25 ng/ml  
Propoxyphene 300 ng/ml

A confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. **The confirmatory controlled substance test thresholds for a verified positive test result for a safety-sensitive employee are those that are equal to or greater than:**

Amphetamines Amphetamine 500 ng/ml  
Methamphetamine (1) 500 ng/ml

Cocaine Metabolite (2) 150 ng/ml  
Marijuana Metabolite (THC) (3) 15 ng/ml Opiates  
Morphine 2000 ng/ml  
Codeine 2000 ng/ml  
6-Acetylmorphine (4) 10 ng/ml Phencyclidine (PCP) 25ng/ml

**The confirmatory controlled substance test thresholds for a verified positive test result for a non safety-sensitive employee or a safety-sensitive employee tested under District authority are those that are equal to or greater than:**

Amphetamines  
Amphetamine 500 ng/ml  
Methamphetamine (1) 500 ng/ml  
Barbiturates 200 ng/ml  
Benzodiazepines 200 ng/ml  
Cocaine Metabolites (2) 150 ng/ml  
Marijuana Metabolite (THC) (3) 15 ng/ml  
Methadone 200 ng/ml  
Methaqualone 200 ng/ml Opiates  
Morphine 2000 ng/ml  
Codeine 2000 ng/ml  
6-Acetylmorphine (4) 10 ng/ml  
Phencyclidine 25 ng/ml  
Propoxyphene 200 ng/ml

1. Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml
2. Benzoylcegonine
3. Delta-9-tetrahydrocannabinol-9-carboxylic acid
4. Test for 6-Acetylmorphine when morphine concentration exceeds 2000 ng/ml

**DEPARTMENT OF TRANSPORTATION GUIDELINES**-means the controlled substance and alcohol testing rules (49 CFR Part 199 (RSPA -Pipeline), Part 219 (FRA -Railroad), Part 382 (FMCSA- Commercial Motor Vehicle), 654 (FTA -Mass Transit) and 14 CFR 61 (FAA Aviation) et. al.) setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all the transportation industries.

**DRIVER** -means any person who operates a commercial motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to an employer to drive a commercial motor vehicle.

**EMPLOYEE TRAINING (ALCOHOL)** -No training required. However, the District must provide covered employees with educational materials that explain the alcohol misuse requirements and the District's policies and procedures with respect to meeting those requirements.

The information must be distributed to each covered employees and must include such information as the effects of alcohol misuse on an individual s health work, personal life, signs and symptoms of an alcohol problem; and the consequences for covered employees found to have violated the regulatory prohibitions.

**EMPLOYEE TRAINING (DRUGS)** -The District must train all employees who perform safety-sensitive duties on the effects and consequences of prohibited drug use on personal health, safety, and work environment, and on the manifestations and behavioral cues that may indicate drug use and abuse. The District must also implement an education program for safety-sensitive employees by displaying and distributing informational materials, a community service hotline telephone number for employee assistance and the District policy regarding drug use in the work place which must include information regarding the consequences under the rule of using drugs while performing safety-sensitive functions, receiving a verified positive drug test result, or refusing to submit to a drug test required under the rule.

**EVIDENTIAL BREATH TESTING DEVICE ("EBT")** -means the device to be used for breath alcohol testing.

**LAST CHANCE AGREEMENT** -means a document agreed to and signed by the employer, safety- sensitive employee and the Substance Abuse Professional that outlines the terms and conditions under which the safety-sensitive employee may return to duty after having had a verified positive controlled substance test result or an alcohol concentration of 0.04 or greater on an alcohol test.

**MEDICAL REVIEW OFFICER ("MRO")** -means a licensed physician responsible for analyzing laboratory results generated by an employer's controlled substance (drug) testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.

**NEGATIVE TEST RESULTS** -means for: (1) drug a verified presence of the identified drug or its metabolite below the minimum levels specified in 49 CFR Part 40, as amended; and (2) an alcohol concentration of less than 0.02 BAC.

**NON-NEGATIVE TEST RESULTS** -means a test result found to be adulterated, substitute, invalid, or positive for drug/drug metabolites.

**PERFORMING (SAFETY SENSITIVE FUNCTION)** -means a safety-sensitive employee is considered to be performing a safety sensitive function and includes any period in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform such functions.

**POSITIVE TEST RESULTS** -means for: (1) drug a drug test a verified presence of the identified drug or its metabolite at or above the minimum levels specified in 49 CFR Part 40, as amended; and (2) a confirmed alcohol concentration of 0.04 BAC or greater.

**POST-ACCIDENT ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING** -conducted after accidents resulting in property damage, injury, or a fatality on employees whose performance could have contributed to the accident.

For Drivers a test is conducted when a citation for a moving traffic violation is issued, and for all fatal accidents even if the driver is not cited for a moving traffic violation.

**REFUSE TO SUBMIT (TO AN ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST)** - means that a District employee fails to provide an adequate breath or urine sample for testing without a valid medical explanation after that safety-sensitive employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test.)

**REHABILITATION** -The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the SAP and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.

**RETURN-TO-DUTY AND FOLLOW-UP ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING** -conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returns to performing safety sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after an employee returns to duty. Follow-up testing may be extended for up to sixty (60) months following return to duty upon the SAP recommendation.

**SAFETY-SENSITIVE EMPLOYEE (FUNCTION AND/OR POSITION)** -An employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions. A complete list of safety-sensitive employee (function and/or position) classifications is listed in **Appendix "A"** of this Substance Abuse Policy Statement.

**SUPERVISOR** -means a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of

controlled substance abuse.

**VEHICLE** -means a bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel used for transportation.

**VERIFIED NEGATIVE DRUG TEST**-means a drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services ("HHS").

**VERIFIED POSITIVE DRUG TEST** -means a drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40.