

**MEMORANDUM OF UNDERSTANDING**

**JULY 1, 2008 - JUNE 30, 2011**

**BY AND BETWEEN**

**NORTH TAHOE PUBLIC UTILITY DISTRICT**

**AND**

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

**COVERING**

**RECREATION AND PARKS, CLERICAL, ENGINEERING AND ACCOUNTING**

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## MEMORANDUM OF UNDERSTANDING

### **SECTION 1.01      *PURPOSE***

- A. Purpose. It is the purpose of this Memorandum of Understanding to be the agreement between the North Tahoe Public Utility District and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO.
- B. Sole Agreement. This agreement when signed by the parties and approved by the DISTRICT supersedes all other Agreements and supplements, and represents the sole agreement between the parties.
- C. Amendments. If during its term, the parties should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the District and Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.
- D. Waiver. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

### **SECTION 1.02      *OBJECTIVE OF AGREEMENT***

- A. Intent. It is the intent and purpose of the District and Union to promote harmonious economic and industrial relationships between the District and its employees, to provide the best possible service at the lowest cost to the customers of the District, and to provide a safe working environment for employees; and to set forth herein the basic agreement covering rate of pay, hours of work, and conditions of employment to be observed by the parties to this Memorandum. The District and the Union jointly agree to perform faithfully the obligation imposed by this Memorandum, and furthermore, agree that the provisions contained herein are recognized as the sole statement of contractual rights and obligations between the parties.
- B. Notice Requirements. The District agrees to notify the Union of any proposed changes to wages (and benefits), hours and working conditions as required under the Meyers, Miliias, Brown Act. Also included in the notice requirement are terms and conditions of employment, any changes to policies and procedures and/or job specifications that could impact the wages, hours, terms and conditions for current employees, such as a change to the minimum requirements of a job classification.

## **SECTION 1.03      DEFINITIONS**

For the purpose of this Memorandum of Understanding, the following definitions shall apply:

- A. Board of Directors of the North Tahoe Public Utility District, hereinafter referred to as DISTRICT shall have the exclusive right to manage the District and carry out its constitutional and statutory functions and responsibilities as defined by law.
- B. International Union of Operating Engineers, Stationary Local No. 39, AFL-CIO, hereinafter referred to as UNION shall be the sole and exclusive collective bargaining representative of all employees covered by this Memorandum.
- C. General Manager, hereinafter referred to as MANAGER, shall be the person appointed by the Board of Directors, who shall have the lawful authority to appoint or remove persons from positions in the District service, subject to the Grievance Procedure.
- D. Management Team Member, hereinafter referred to as MTM, shall refer to one of the following: Public Works Director, Chief Engineer, Utility Operations Manager, Chief Financial Officer, Parks & Facilities Manager, Conference Services Director, Executive Assistant, and Human Resources Specialist.
- E. Recreation and Parks, Clerical, Engineering and Accounting Unit of the Recreation and Parks, Engineering, and Administration Departments, hereinafter referred to as UNIT.
- F. Employee(s) hereinafter referred to as EMPLOYEE(S), and refers only to persons in the full time employment of the DISTRICT in the UNIT, and covered by this Memorandum.
- G. Probationer, hereinafter referred to as PROBATIONARY EMPLOYEE, refers to an employee who has probationary status. An employee appointed to a position in a classified job shall serve a period of probation. The probationary period shall initially be six (6) months long, but may be extended for an additional three (3) months by the MANAGER or DISTRICT. If an employee is hired within thirty (30) days following termination of their status as a temporary employee, in the same classification and job title last held as a temporary employee, said employee's time of service as a temporary employee in such classification, up to a maximum of three (3) months, shall be counted as part of the employee's probationary period.
- H. Regular Shift, will be the hours normally worked by the EMPLOYEE.

- I. Employer-Employee Relations Resolution refers to formal Employer-Employee Relations Resolution adopted by the DISTRICT to govern and provide guidelines related to management of its relationships with designated bargaining units in accordance with applicable California law.
- J. Promotion. The advancement of an employee from one job class to another job class having a higher maximum rate of pay.
- K. Reclassification. The movement of an employee from one classification or salary range to the same or another existing or new classification in a higher, lower or equal pay range in order to reflect more accurately the duties and responsibilities of the job being performed.
- L. Range Assignment. The specific compensation of an employee within the five (5) steps of the established salary range.
- M. Flexible Staffing. The advancement from an entry level (I) position in a class series to the journey level (II) position in the same series based upon time in grade, ability and employee job performance.

#### **SECTION 1.04      EMPLOYEE RIGHTS**

- A. Employee Rights. The EMPLOYEE retains all rights conferred by applicable Local, State and Federal Laws, and in accordance with Section 3500 of the Government Code.

#### **SECTION 1.05      DISTRICT RIGHTS**

- A. District Rights. Nothing contained in this Memorandum shall be construed to require the DISTRICT to meet and confer on matters which are solely a function of management. Included, but not limited to, the rights specifically retained by the DISTRICT are the rights to direct the work force and allocate all labor resources; to select and determine the number of an types of employees required, to determine the content of job classifications; to hire, transfer, promote, suspend, discipline and terminate employees; to assign work to employees in accordance with the requirements determined by the DISTRICT; including overtime assignments; to lay off employees for lack of work; to expand and diminish services; to subcontract any work or operations; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.
- B. Non Conflict. DISTRICT action or policy shall not conflict with the specific provisions of this Memorandum.

## **SECTION 1.06      EMPLOYEES COVERED**

- A. Applicable Position Classifications. The EMPLOYEES in the UNIT include any full-time employee working in the Recreation and Parks, Clerical, Engineering and Accounting Unit in classifications shown in section A-1 of "Appendix A". Management, confidential employees, student trainees, temporary, and part-time employees, are not subject to the provisions of this Memorandum.
- B. Meet and Confer Obligation. During term of this agreement, the District agrees to meet and confer with the Union about including permanent part-time classifications in bargaining unit membership at the time of establishing any such permanent part-time position.
- C. Possible Bargaining Unit Merger. District agrees to allow merger of the two bargaining units if each unit separately votes for such merger.

## **SECTION 1.07      UNION RECOGNITION**

- A. Exclusive Recognition. The DISTRICT recognizes the UNION as the agent for collective bargaining and the handling of all matters within the scope of this Memorandum. The DISTRICT further agrees to bargain collectively only with duly authorized representatives of the UNION.

## **SECTION 1.08      UNION REPRESENTATION**

- A. Role of Union and Stewards. The DISTRICT recognizes and agrees to deal with designated stewards and representatives of the UNION on all matters relating to grievance and the interpretation, application, and/or enforcement of the express terms of this Memorandum.
- B. Steward List. The UNION shall furnish the DISTRICT with the name of any officers and shop steward immediately after designation. Stewards will not be recognized by the DISTRICT until such a list is received in writing by the MANAGER.
- C. Time off for UNION Business. At the request of the UNION, a steward may be allowed reasonable time off without loss of pay to represent the UNION at meetings with representatives of the DISTRICT. Such time off shall be subject to prior notification and approval of the MANAGER. Such time off shall be during normal working hours at times when the steward is present for duty.

**SECTION 1.09      ADMINISTRATION**

- A. Administration of Agreement. The MANAGER shall be responsible for the administration of this Memorandum, except as specifically provided herein, and shall specify such administrative procedures, forms, records, reports and audits as he deems necessary for proper administration of the Memorandum. The MANAGER may assign to other District employees such duties in connection with this Memorandum as he deems proper and expedient.
- B. Role of General Manager. Except as specifically provided herein, the MANAGER shall be responsible for the proper application of the provisions of this Memorandum, and he or such person as he may designate, shall rule on the application of the provisions of this Memorandum which are within the scope of their authority.
- C. Records Maintenance. It shall be the mandatory duty of the MANAGER to keep, or cause to be kept, accurate records of the application of this Memorandum.

**SECTION 1.10      PAYMENT OF UNION DUES**

- A. Authorization Form. The DISTRICT agrees that after receipt of a voluntarily written and signed authorization from an EMPLOYEE, on a form mutually agreed upon by the parties hereto, it will deduct from the wages of said EMPLOYEE the amount of monthly dues as certified on such form, and forward said amount to the UNION.
- B. Indemnification. The UNION agrees to indemnify, defend and hold the DISTRICT harmless against all claims, demands, expenses, judgments, or other liability on account of dues or charges collected by the DISTRICT pursuant to this agreement, and paid over to the UNION. The UNION agrees to refund to the DISTRICT any amounts paid to it in error, upon presentation of proper evidence thereof.

**SECTION 1.11      WORK WEEK, HOURS OF WORK, OVERTIME**

- A. Designated Work Day. For covered EMPLOYEES the normal work week shall consist of forty (40) hours, being five (5) consecutive days of eight (8) hours each, exclusive of lunch period. A normal day shall consist of eight (8) hours in a twenty-four (24) hour period. Changes in the eight (8) hour day will be made at the discretion of the MANAGER to meet unique operating characteristics of the DISTRICT, such as, but not limited to, the availability of daylight, unique operating needs of the Conference and Park facilities and emergency operations.

- B. Notice. The MANAGER shall give EMPLOYEES reasonable notice of changes in work week, or scheduling of the eight (8) hour period. Conference Center employees will be given their work schedule on a weekly basis. This work schedule will be considered their regular work shift.
- C. Overtime Defined. For those employees working the normal work week, all work performed in excess of eight (8) hours in any continuous twenty-four (24) hours, beginning with the starting time of the EMPLOYEE'S regular work shift, or in excess of forty (40) hours in any work week, shall constitute overtime work and shall be paid at the rate of time-and-one-half (1 1/2) the EMPLOYEE'S regular rate of pay. All work performed in excess of sixteen (16) hours in any continuous period shall constitute double-time and shall be paid at the rate of two times the EMPLOYEE'S regular rate of pay.
- D. Hours Worked. Vacation, and sick leave, or other time off for which an EMPLOYEE is paid, shall not count as hours worked. Only hours actually worked shall count in the determination of overtime in a day or in a week. Hours taken for non-working activities (CTO, sick leave, vacation) will not be included in the calculation of hours worked for overtime purposes. Paid but unworked holiday hours will be included in the calculation of hours worked for overtime purposes. Overtime for emergencies may be authorized at the discretion of the MANAGER. Call-back provisions shall remain unchanged. Overtime shall be recognized and paid for only when directly authorized by a MTM or MANAGER.
- E. Overtime Provisions. All time worked shall be paid in increments to the nearest one quarter (1/4) hour. EMPLOYEES normally shall be allowed an unpaid meal period of not less than thirty (30) minutes, nor more than one (1) hour, which shall be scheduled generally in the middle of the work shift. Upon the mutual agreement of the EMPLOYEE and the supervisor/ superintendent at the first level of supervision above and outside the bargaining unit, an EMPLOYEE who has worked through the unpaid meal break with supervisory permission may receive overtime or have the meal period taken at another time during the shift, or leave early that day. Whenever it is necessary for an EMPLOYEE to work overtime in excess of two (2) consecutive hours, he or she shall be granted an additional meal period. The time of taking this meal period is at the discretion of the SUPERVISOR. Meal periods shall not be counted as part of the total hours, except for those EMPLOYEES for whom meal periods are included within the hours of assigned duties, such as emergency operations which require constant observation of a piece of operating equipment, or observation of a specific repair operation.

- F. Rest Breaks. Normally, employees will be allowed to take two (2) paid rest breaks of ten (10) minutes each shift, with the breaks generally to occur roughly in the middle of each half-shift. If an EMPLOYEE is unable or elects not to take either or both breaks on a given shift, the employee will not be entitled to overtime pay nor any other form of compensation for the missed break(s).
- G. Work on Designated Holiday. EMPLOYEES required to work on a paid District holiday will be paid at eight (8) hours holiday pay, plus two times normal rate of pay for hours worked, for a total of three (3) times normal rate of pay. Any hours worked in excess of eight (8) hours on a holiday shall be paid at two (2) times the normal rate of pay. EMPLOYEE may elect to take compensatory time or a combination of pay and compensatory time. If an EMPLOYEE has worked on a holiday and those hours are compensated at double time, the EMPLOYEE shall not be entitled to credit for double the hours worked toward overtime for that work week.
- H. Alternative Work Schedules. Upon mutual agreement with the MANAGER, EMPLOYEES shall be allowed to participate in alternative work schedules that consist of working either eight nine hour days and one eight hour day in each 80 hour pay period (9-8-80) or four ten hour days in each work week (4-10-40). Under these schedules, the normal work day may exceed eight hours and the work week may differ from the normal Sunday through Saturday schedule.
- I. 9/80 Alternative Work Schedule. EMPLOYEES who are on the 9/80 work schedule will have their work week set for FLSA purposes so that such employees will work 40 hours per week. Under the 9-8-80 work schedule, the work week will not be changed, but the work week will vary with an EMPLOYEE's work schedule. The first day of this work week is determined by the day of the week the EMPLOYEE will be scheduled to be off. In the ten work day period (total of 80 hours), an EMPLOYEE will work eight nine hour days, one eight hour day, with the tenth day off. If the eight hour day falls within the first four work days, the first work week will end after five hours of work on the fifth day of work. If the eight hour day is on or after the fifth day, the first work week ends after four hours of work on the fifth day.
- J. Hours Under Alternative Work Schedule. Under the alternative work schedules, a normal work day will be either eight, nine or ten hours, exclusive of lunch period, as scheduled.
- K. Non Avoidance of Overtime. The parties agree that these schedules are not

being established with the intent of avoiding overtime. The parties agree that EMPLOYEES working an alternative work schedule will not accrue or be paid overtime for days they are scheduled to work nine or ten hours unless work is performed in excess of those hours that day or in excess of 40 hours per week. Work weeks will be adjusted as described above so that the normal work week remains as forty hours per week.

- L. Time Cards. Time cards for affected EMPLOYEES shall reflect the appropriate work schedule and work week in order to maintain compliance with the Fair Labor Standards Act.
- M. Change in Designated Work Shift. The MANAGER may require an employee to work assigned shifts with hours other than the employee's regular shift. The Employee shall receive a rate of pay equal to their daily rate plus 2-1/2% additional premium payment for the scheduled hours that are not the EMPLOYEE'S regular shift. The premium shall not apply to any extra hours worked for which overtime is paid.
- N. Shift Differential. If a regular work shift is changed to a time requiring work past 11:00 P.M., the shift shall be paid at a 2 ½% premium. The premium shall not apply to any extra hours worked for which overtime is paid.
- O. Unit Preference for Overtime Assignment. Overtime normally performed by UNIT members shall first be offered to qualified UNIT EMPLOYEES, before being made available to NON-UNIT personnel.
- P. Approved Absence. Any absence occurring as a result of the use of the provisions of this Memorandum, and approved by the MANAGER, shall be considered an approved absence.
- Q. Working through Lunch. Employees are strongly encouraged to take their lunch break for employee health and safety reasons. Only in situations where a supervisor and a member of the management team jointly determine that the demands of a job assignment require that the employee/crew work through the regularly scheduled lunch break are employees allowed to work through lunch. In cases where working through a scheduled lunch is approved the supervisor will consult with the employee and determine which of the following three (3) options will be utilized: take the lunch break at another time during the current work shift, paid overtime for the lunch period, or allowed to leave work early that day.

A supervisor and a member of the management team, at his/her discretion may

grant or deny an employee's request to work through lunch for personal reasons, after the supervisor considers operational needs, impact on other employees, need for supervision and other such matters as the supervisor deems appropriate.

**SECTION 1.12      STAND-BY DUTY AND EMERGENCY ASSIGNMENTS**

- A. Necessity. When it is necessary for the protection of public health, safety, or welfare, an EMPLOYEE may be requested to remain on stand-by for emergency work and/or to perform emergency work during off-duty hours. The following shall apply to such assignments.
- B. Stand-by Duty. Stand-by duty requires the EMPLOYEE so assigned to be ready to respond immediately to calls for the EMPLOYEE'S service; to be able to be reached by telephone; to remain within a response time of sixty (60) minutes for all positions; and to refrain from activities which might impair the EMPLOYEE'S ability to perform his assigned duties during the standby period. Only EMPLOYEES residing within the sixty (60) minute response time are eligible to perform stand-by duty.
- C. Reasonable Response Time Requirements. EMPLOYEES working in classifications utilized for stand-by hired after July 1, 2002 will be required to reside within a sixty (60) minute reasonable response time as a condition of employment for unit positions. During the term of this agreement, the DISTRICT reserves the right to reopen regarding this issue if the DISTRICT is unable to maintain a sufficient number of EMPLOYEES eligible for standby residing within the reasonable response time periods.
- D. Stand-by Duty Compensation. EMPLOYEES required to be on stand-by duty shall be provided additional compensation as follows:

<u>EFFECTIVE DATE</u>	<u>FLAT RATE</u>
July 3, 2005	Three hundred dollars (\$300) per week
July 2, 2006	Three hundred twenty five dollars (\$325) per week
July 1, 2007	Three hundred fifty dollars (\$350) per week

These weekly flat rate fees shall be further calculated on a per sixteen (16) hour period and per twenty-four (24) hour period of such duty by Payroll.

- E. Conversion to Comp-Time Balances. EMPLOYEES will continue to be eligible to convert stand-by pay to comp time balances until the pay period which begins closest to July 1, 2007 after which time employees will not be able to convert stand-by pay to comp time balances. Any stand-by pay retroactive to July 3, 2005 shall be only for cash payment only and not for comp time credit.

- F. Stand-by When on Overtime. EMPLOYEES who work a scheduled overtime shift, eight (8) hours, or a portion of an overtime shift, four (4) hours, shall not be paid standby for the same period.
- G. Call-Out Response. When EMPLOYEES are called out for emergency assignments, whether or not they are on standby duty, they shall be paid for such work at the hourly equivalent of their hourly salary times one and one-half. EMPLOYEES will receive a minimum of two (2) hours of pay.
- H. Commute Time. When on standby or called in to respond to an emergency, commuting time shall be counted as time worked.
- I. District Vehicle or Mileage Reimbursement. EMPLOYEES assigned to standby may have a vehicle supplied by the DISTRICT, for the period of time they are serving on standby, whenever possible, or the EMPLOYEE may utilize their own vehicle and be paid mileage at the current DISTRICT rate (portal to portal to portal), should they be called in to respond to an emergency.
- J. When Not Called Out When on Stand-by. If an EMPLOYEE receives a call while on standby, but is not called out on duty, no additional compensation will be paid.

**SECTION 1.13      PAYMENT OF WAGES**

- A. Salary Schedule. Wages for EMPLOYEES covered by this Memorandum shall be as shown in "Appendix A", attached hereto, and incorporated herein, and shall be retroactive to pay period beginning July 13, 2008 during the term of this Memorandum.
- B. Paid Biweekly. EMPLOYEES shall be paid biweekly in accordance with the current District schedule of pay periods. Each monthly rate of pay shall be converted to an hourly equivalent rate for the purpose of payment of regular salary on the basis of hours worked if the number of hours worked is less than forty (40) hours, or for overtime pay.
- C. Additional Payments. Standby, overtime, and other special payments shall be made at the completion of the pay period in which such payments are earned or accrued. Overtime shall be compensated at one-and one-half times the hourly equivalent rate of pay. Pay for holiday work shall be at two (2) times the EMPLOYEE'S regular rate of pay..
- D. Compensatory-Time-Off. At the option of the EMPLOYEE, compensatory time may be taken and accrued in lieu of cash payment for overtime worked. Hours accrued will be in direct relation to pay earned at one and-one-half time or double time.

- E. Maximum Compensatory-Time-Off Balance. Maximum compensatory time which may be accrued or used in a year shall be 80 hours. EMPLOYEES with over ten (10) hours of CTO accrual on the books on May 1<sup>st</sup> of each year of this agreement shall be required to sell it back to the DISTRICT or place its cash value in the DISTRICT deferred compensation program as legally allowed. At the EMPLOYEE'S option, an EMPLOYEE with over ten (10) hours of CTO on the books on May 1<sup>st</sup> of each year will be allowed to maintain up to ten (10) hours of CTO. CTO shall not be counted as time worked in the week in which it is used. CTO may be redeemed in cash or in time off. If redeemed for cash, the CTO will be paid at the regular rate earned by the EMPLOYEE at the time the EMPLOYEE receives such payment. An EMPLOYEE who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours worked. An EMPLOYEE shall be permitted to use accrued compensatory time within a reasonable time after it is requested, if to do so would not unduly disrupt the operations of the District. Comp time may not be continually accrued and cashed out. Accrual and use is limited to 80 hours, however, comp time maybe cashed out in May and again in December when the sick leave cash out is done. Any cash out of comp time will be included on the employee's regular pay check, there will be no issuing of separate pay and cash-out checks.
- F. Compensatory Time Defined. "Compensatory time" and "compensatory time off" are defined as hours when an EMPLOYEE is not working and which are paid for at the EMPLOYEE's regular rate of pay. These hours are not counted as hours worked in the week in which they are paid.
- G. Paychecks on Holiday. If a payday falls on a holiday, the District will attempt to have paychecks available on the day prior to the holiday.

**SECTION 1.13.01 SALARY UPON POSITION CHANGE:**

- A. Promotion. An employee who is promoted to a position in a classification with a higher salary range shall be placed in the step in the new higher range which is closest to the equivalent of, but not less than, a 5% increase. An employee thus promoted is therefore assigned a new salary anniversary date effective on the date of promotion.
- B. Promotion/Step Increase. An employee who is promoted to a higher class effective within thirty (30) calendar days of a step increase within the lower class range shall be eligible first to receive the within range increase and then the higher step as provided in this section.
- C. Demotion. Employees may only be demoted for purposes of employee discipline or

layoff. An employee who is demoted to a position in a class with a lower salary range shall be reduced in salary to the step in the lower class salary range as follows:

1. Disciplinary Demotions may be assigned to any salary step in the lower class range which is at least one (1) step less than that received in the class from which demoted. A new anniversary date shall be established on the effective date of the demotion.
2. Layoff. Should an employee choose to accept a demotion in lieu of layoff, the employee will be placed at a salary step in the new lower range that is closest to their present salary in the current range.

D. Transfer. An employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range and substantially similar duties, shall be compensated at the same step in the salary range as previously received without a change in the anniversary date.

E. Reinstatement/Reemployment. An employee who is reinstated or reemployed in a position previously occupied pursuant to the District's Personnel Rules and Regulations shall be placed at the same step in the salary range received prior to separation, and a new anniversary date shall be assigned based on the reinstatement or reemployment date.

F. Range Assignment Change:

1. Whenever a class is reassigned to either a higher or lower salary range by the Board, the salary of each incumbent in such class on the effective date of the reassignment shall be adjusted accordingly. If the position is reassigned to a higher range, the incumbent's salary shall be adjusted to the step in the new higher range that corresponds to the step received in the former range, and the same anniversary date shall be retained. If the position is reassigned to a class having a lower salary range, the salary and anniversary date of the employee shall not change, and the salary of the employee shall be designated as a "Y" rate and shall not change during continuous regular service until the salary of the new position exceeds the employee's present salary.
2. When a salary range reassignment becomes effective within thirty (30) calendar days of an employee's salary anniversary date, the employee shall first receive the within range step increase and then receive the corresponding step adjustment, provided that the employee's performance was satisfactory for salary advancement upon eligibility for step increases.

G. Compensation Upon Reclassification: The salary of an employee in a position that is reclassified shall be determined as follows:

1. If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the same salary rate shall apply to a change of class title.
2. If the position is reclassified to a class with a higher salary range than the previous class, then such salary will be adjusted to the first step of the new range or to a step which results in an increase of at least 5%, whichever is greater, provided that such increase is not beyond the step 10 of the salary range. The employee shall receive a new anniversary date upon reclassification in this manner.
3. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, the employee's salary shall not change. If the employee's salary is greater than the maximum step of the lower salary range, the employee's salary shall be "Y" rated until such time as the any general cost-of-living increase, inequity adjustment, or other salary increase results in a monthly salary appropriate for the class. The employee's salary anniversary date shall not change.
4. Employees shall not be required to serve a probationary period when they are appointed to a position that has been reclassified.

#### **SECTION 1.14 ASSIGNMENTS REQUIRING EMPLOYEE TRAVEL**

- A. Mileage Reimbursement Rate. When it is necessary and authorized by the MANAGER for an EMPLOYEE to use a privately owned vehicle for District business, the EMPLOYEE shall be reimbursed at the IRS rate in effect at the time the mileage is incurred.
- B. Meal Expense Reimbursement. When it is necessary and authorized by the MANAGER for an EMPLOYEE to perform travel for District business, which includes mealtimes, such meals shall be paid for by the District at the following rate: Breakfast - \$8.00; Lunch - \$12.00; and Dinner - \$16.00. Lodging and other travel expenses shall be paid by the District upon presentation and approval of receipts for charges.
- C. Reimbursement Process. Travel expenses shall be paid upon presentation and approval of receipts, unless such expenses exceed one hundred (\$100) dollars, whereupon expenses incurred shall be paid by check on the next check run.

#### **SECTION 1.15 HOLIDAYS**

- A. Holidays Observed. The following 11.5 days shall be observed as paid holidays by District EMPLOYEES:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Years' Eve

- B. Holiday on Saturday or Sunday. When the actual holiday falls on a Saturday or Sunday, the preceding Friday or succeeding Monday respectively, shall be observed as the holiday.

**SECTION 1.16 VACATION**

- A. Earned Biweekly. Vacation shall be credited to an EMPLOYEE on a biweekly basis.
- B. Accrual Rate. Vacation shall be accrued based on the following:
1. 0 - four (4) years of employment: Eighty (80) hours annually.
  2. Fifth (5th )year of employment: Eighty-eight (88) hours annually.
  3. Sixth (6th) through ninth (9th) year of employment; One hundred twenty (120) hours annually.
  4. Tenth (10th) year of employment: One hundred twenty-eight (128) hours annually.
  5. Eleventh (11th) year of employment: One hundred thirty-six (136) hours annually.
  6. Twelfth (12th) year of employment: One hundred forty-four (144) hours annually.
  7. Thirteenth (13th) year of employment: One hundred fifty-two (152) hours annually.
  8. Beginning in the fourteenth (14th) year, One hundred sixty (160) hours annually.

9. Beginning in the twentieth (20<sup>th</sup>) year, One hundred eighty four (184) hours annually.
- C. New Hire Eligibility. An EMPLOYEE shall be eligible for forty (40) hours vacation after six (6) months of continuous employment from the date of hire.
- D. Holiday during Vacation. If a holiday, as defined by this Memorandum occurs during vacation leave it shall not count as a vacation day.
- E. Payment of Vacation Leave Upon Termination/Separation. Upon termination after six (6) months of employment, the EMPLOYEE will be paid for all accrued vacation leave earned to the date of termination.
- F. Vacation Request Process. Requests for vacation must be presented as least fourteen (14) days prior to the time vacation is requested. Special consideration may be given by the MANAGER in the case of an emergency situation. Requests will be approved in the order received. The granting of requests will be in accordance with the work load of the DISTRICT, and two employees working in the same department, or on the same crew, may not be allowed vacation leave at the same time. In the event of an unforeseen or emergency circumstance, vacation may be granted by the MANAGER without the advance notification requirement. Approval of such requests will not be unreasonably withheld.
- G. Vacation Accrual Maximum. No vacation may be earned or accrued above two (2) times the EMPLOYEE's annual accrual rate.
- H. Vacation Sell Back Option. At the option of the EMPLOYEE, upon fourteen (14) days prior notice, he/she may sell back vacation hours to the DISTRICT, provided that the EMPLOYEE has either taken eighty hours of paid leave off during the prior year, or has a minimum of eighty hours of paid leave scheduled at the time the request is made.

## **SECTION 1.17      SICK LEAVE**

- A. Sick Leave Use. Sick leave benefits are provided to EMPLOYEES by the DISTRICT as follows:

Sick leave shall be defined as the absence from duty by an EMPLOYEE for the following reasons:

1. Quarantine because of exposure of a contagious disease, or when incapacitated from performance of duties because of personal illness or injury, or for medical or dental examination and/or treatment.
  2. Attendance upon a member of the EMPLOYEE'S immediate family because of illness or injury where the attendance of the EMPLOYEE is definitely required for care, or to transport such individual for care. Immediate family shall be defined to mean spouse, child, brother, sister, parents, spouse's parents, or close relatives.
- B. Accrual Rate. Sick leave shall accrue at the rate of eight (8) hours per month, and shall be credited to an EMPLOYEE on a biweekly basis.
- C. Sick Leave Request Process. Sick leave shall be granted only by the MANAGER. Requests for sick leave shall be presented in advance for medical and dental appointments. In all cases, requests for time off for sick leave must state the reason for the sick leave request. The MANAGER may require evidence in the form of a physician's statement, or other documentation of the reason for an EMPLOYEE'S absence for medical purposes. Additional sick leave may be granted an EMPLOYEE by the MANAGER, when in the judgment of the MANAGER, such additional time is justified. Upon advance notification, vacation or CTO may be used to supplement available sick leave in non-recurring emergency situations at the discretion of the MANAGER.
- D. Physician Statement. Following an absence for serious illness, injury, or exposure to a contagious disease, the MANAGER may require a statement by a physician, indicating that the EMPLOYEE is fit to return to work.
- E. Misuse of Sick Leave Prohibited. Use of sick leave for any purpose other than that defined above will be grounds for discipline, or termination, at the discretion of the MANAGER.
- F. Supervisor Notice Required. To be eligible for sick leave, the EMPLOYEE must notify his SUPERVISOR, when giving notice is reasonable, prior to the time set for performing the EMPLOYEE'S daily duties.
- G. Sick Leave Reporting. If a supervisor/manager has reason to believe that an employee is not using their sick leave appropriately, e.g. unusual pattern of sick leave use, frequent use of incidental sick leave, etc., the employer may place an employee on a sick leave reporting requirement. The steps for this process shall be as follows:

1. The supervisor/manager will meet with the employee and provide a list of the problem absences. Absences subject to FMLA or work place injury (Worker's Compensation) will not be included in the list of problem absences.
2. The supervisor/manager will provide the employee with a memo that outlines the employer's concerns and expectations. The employee will be notified in writing of the goal they are expected to reach.
3. The employee and the supervisor/manager will meet at least quarterly to discuss this issue until the employee is removed from the additional sick leave monitoring requirement.

Nothing herein shall preclude the District from taking disciplinary action for abuse of sick leave in accordance with existing MOU provisions in addition to following the procedures outlined above.

- H. Maternity Leave. An EMPLOYEE has the option of using current or accumulated sick leave, or vacation, to the extent available, while she is on maternity leave. Absences in excess of available annual or sick leave time will be treated as leave without pay.
- I. Sick Leave Payment at Separation of Employment. Upon termination, separation or retirement, an employee who has completed twelve (12) months consecutive employment shall be paid as follows: 50% of accumulated sick leave shall be paid to the EMPLOYEE with one (1) to ten (10) years of service, 60% shall be paid for employees with more than ten (10) years of service. 100% of an employees accumulated sick leave balance will be paid the EMPLOYEE'S beneficiary in the event of death. Payments are based upon a maximum accumulation of 960 hours of sick leave.
- J. Annual Sick Leave Buyout. On December 1st of each year, a review will be made of each EMPLOYEE'S accrued sick leave. At the EMPLOYEE's option, accrued sick leave over eighty (80) hours will be bought back by the DISTRICT at a rate of 50%. The EMPLOYEE may take 50% of sick leave over 80 hours in cash, as vacation, or retain the time as sick leave in the original amount.
- K. Sick Leave as Personal Leave. EMPLOYEES are allowed to use sixteen (16) hours of sick leave per year for personal leave to be used at their discretion. Personal leave must be approved by the EMPLOYEE'S supervisor in advance of employee's use of such leave. Personal leave may not be accrued from year to year. Unused personal leave will remain as accrued sick leave.

## **SECTION 1.18      LEAVES OF ABSENCE**

- A. Use of Leave. A Leave of Absence may be granted by the DISTRICT to EMPLOYEES as follows:
- B. Bereavement Leave. A leave of absence with pay may be granted by the MANAGER in the event of death in the EMPLOYEE'S immediate family or a close relative or other person as approved by the General Manager. Such leave shall not exceed five (5) days without the approval of the DISTRICT.

Immediate family member or close relative is defined as follows: spouse, parent, sister, brother, child, grandchild, grandparent, and the aforementioned relatives-in-law, members of the employee's household, and in specific circumstances, other specially-related individuals as approved by the General Manager

- C. Jury Duty. EMPLOYEES shall be allowed a leave of absence with pay when subpoenaed for jury duty. Private transportation shall be utilized and all fees received for jury duty, not including reimbursement for expenses, shall be turned over to the DISTRICT. An EMPLOYEE shall notify the MANAGER upon receiving notice to appear for jury duty.
- D. Military Leave. EMPLOYEES shall be granted leaves of absence for military duty in accordance with Military and Veterans Code of the State of California. Pay for military leave not greater than a two (2) week period shall equal the EMPLOYEE'S regular pay, minus military base pay for the period of duty as shown on official orders, if such a difference exists.
- E. Other Time Off. Time off may not be taken without completing the appropriate form prior to taking such leave. Such form must be approved by the EMPLOYEE'S SUPERVISOR, and the MANAGER.
- F. Leave of Absence Without Pay. Temporary leaves of absence without pay will be granted at the sole discretion of the DISTRICT. Leaves of absence up to thirty (30) calendar days, may be granted by the MANAGER. Extended leaves of absence without pay, may be granted by the DISTRICT upon written application of the EMPLOYEE. During a leave of absence of thirty (30) calendar days or more, an EMPLOYEE shall not accrue sick leave and vacation benefits. The DISTRICT will make no contributions to retirement, medical, dental, or other benefits during that period except as required by state or federal law and MOU. The benefits may be continued upon payment of the total premiums or fees by the EMPLOYEE. Accrued vacation and sick leave on record shall not be lost by virtue of a leave of absence. District reserves the discretion to grant or deny leave without pay. If an employee is on leave without pay, he/she will

not accrue leave in any pay period unless he/she is in paid status for some or all of that pay period.

- G. Anniversary Date. An employee's anniversary date remains unchanged regardless of any leave of absences. The length of time the District was able to observe the individual performing in the position shall be taken into account in the evaluation.
- H. FMLA/CFRA Holiday Pay. An employee who is on leave pursuant to the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) shall be entitled to paid holiday leave for holidays falling during such leave if the employee is on paid status on the last workday before the holiday or the first workday after the holiday.

**SECTION 1.19      WORKER'S COMPENSATION INSURANCE AND DISABILITY  
DUE TO JOB RELATED INJURY**

- A. State Law to Provide. EMPLOYEES who suffer an injury resultant from employment duties shall proceed, and receive benefits as provided for in accordance with State law, as follows:
- B. Notice and Treatment. The EMPLOYEE shall immediately notify his/her SUPERVISOR, and shall immediately receive medical examination and/or emergency treatment as deemed appropriate by the MANAGER. The EMPLOYEE shall not be considered absent from duty during the time required for medical examination and/or emergency treatment. The EMPLOYEE and the EMPLOYEE'S SUPERVISOR shall, as soon as practicable, file a written report on a form provided by the DISTRICT with the MANAGER, in accordance with State law.
- C. Workers' Compensation, Sick Leave and State Disability Insurance (SDI) Coordination. The EMPLOYEE (if a full-time regular employee) shall file a claim for SDI with the local State Disability Office. The first three (3) working days off due to a job related injury shall be treated as sick leave, but shall not be deducted from the EMPLOYEE'S accrued sick leave at that time. This three (3) days is intended to supplement the injured employee until Worker's Compensation benefits, and SDI benefits, if any, are received. If the employee at a later date receives pay from Workers' Compensation for the first three (3) days off, then the employee will reimburse the District the amount received from Workers' Compensation.
- D. Employee Loan Option. The EMPLOYEE may be granted a loan equal to the amount of sick leave and/or vacation time accrued to supplement income while waiting for Worker's Compensation benefits and/or State Disability Insurance benefits to be paid. Any loan granted the EMPLOYEE shall be repaid with Worker's Compensation or State Disability Insurance benefits received by the EMPLOYEE.

- E. Designation of Treating Doctor. During a period of disability, the DISTRICT has the right to assign a physician for the EMPLOYEE, unless the EMPLOYEE has placed in his/her personnel file prior to injury a letter requesting medical treatment only be obtained from a specific physician.
- F. Additional Sick Leave. In the case of a job-related injury, additional sick leave may be authorized by the DISTRICT at the request of the MANAGER, if the authorization for additional sick leave is deemed appropriate.
- G. Light or Modified Duty. When the EMPLOYEE is authorized by his/her physician to return to work after a job-related injury, the EMPLOYEE shall provide the DISTRICT with a written notice from the physician. The DISTRICT retains the option of allowing or denying the EMPLOYEE to return to work when a physician's release states the employee is to be assigned to "light duty", "desk duty", or "limited duty", if the EMPLOYEE'S normal job requires heavy or strenuous work.
- H. Leave Accrual. Vacation and sick leave benefits will not accrue during the time an EMPLOYEE is solely on disability in excess of thirty (30) calendar days after use of accrued sick leave and vacation.

## **SECTION 1.20      *EVALUATION OF EMPLOYEE PERFORMANCE***

- A. Evaluations Required. EMPLOYEES shall receive an evaluation of performance as follows:
- B. Probationary Evaluation. A performance evaluation will be made during the fifth (5th) month of a probationary period, and annually thereafter. Performance evaluations shall be made more frequently at the discretion of the MANAGER.
- C. Evaluation Process. The evaluation shall be made by the EMPLOYEE'S SUPERVISOR, and shall be reviewed and approved by the SUPERVISOR'S SUPERVISOR prior to review with the EMPLOYEE. The evaluation shall be written on a form provided by the DISTRICT. Performance may be evaluated at any time conditions warrant, and salary changes may be recommended for consideration prior to an EMPLOYEE'S anniversary date.
- D. Appeal to General Manager. If an EMPLOYEE feels the evaluation does not correspond with the facts, the EMPLOYEE may appeal to the MANAGER who shall make the final decision regarding the evaluation, subject to the grievance procedure.

- E. Salary Adjustment. Salary Increases for Employees during the term of the agreement: See Appendix A, Paragraph C.
- F. Driving Record Review. EMPLOYEE'S driving records must be improving, or clean for consideration for salary increases and/or promotion, subject to the following:
  1. EMPLOYEES convicted of a moving violation in a District vehicle or on District business during the performance review period may not be eligible for consideration of a salary increase or for promotion. Attending and completing an approved driving school as directed and authorized by the court will allow consideration as if no conviction occurred. Moving violations include violations involving a moving vehicle for which points are charged per the California Vehicle Code.
  2. EMPLOYEES convicted of two moving violations or convicted of driving under the influence in a District vehicle or on District business during the preceding twelve month review period, will not be eligible for consideration of a salary increase and/or promotion.

The provisions of the above Section (driving record) shall be subject to the grievance procedure.

- G. Performance Pay at Top Step. Effective July 1, 2005, the past practice of providing cumulative performance-based salary increases at top step per year will be replaced by an annual earnable performance pay amount of up to a maximum of three percent 3%. This additional performance pay shall be for a one year period and is non-cumulative. Eligibility for a one year additional 3% performance pay above top step of the salary range will be based on performance evaluation. After the 5<sup>th</sup> step, all employees are eligible for up to a 3% earnable salary increase every year, based on Performance Review and achievement of annual goals and objectives as follows:

Percent of Goals and Objectives Achieved	Earnable Performance Pay
100%	3%
75%	2.5%
50%	2%
25%	1.5%

Goals and objectives shall be determined annually on the employee's anniversary date by the department head and employee.

- H. Previous Programs. All employees who obtained additional compensation under previous programs (prior to July 1, 2005) will retain any current additional

compensation related to the past practice of performance-based salary increases at top step.

- I. Step Increases. All employees, regardless of step placement, shall be eligible for consideration of a one step salary increase (5%); based on their performance review rating, until the employee reaches the top step of the salary range.
- J. The Salary Steps Shall be Reduced From Ten (10) to Five (5). The new step system will begin with Step 2 of the old Ten Step range and will proceed with the even numbered steps – i.e. – 2,4,6,8 – and these new steps will be designated steps 1,2,3,4,5 respectively with 5 become the new top step. For those current employees who are presently on an odd numbered step beginning with the pay period of July 13, 2008, their salary will be rounded up 2.5% to the next step (a former even numbered step).

## **SECTION 1.21      HEALTH, WELFARE AND RETIREMENT BENEFITS**

### **121.01      Health, Dental and Vision Insurance Program**

- A. District Provided Benefits. The DISTRICT agrees to pay all premiums for the life of the contract for coverage under the Union Health Plan for providing hospitalization, prescription drugs, medical, vision, and dental plans, as now specified, and as may be hereinafter specified per the attached Exhibit “F”, Health and Welfare.
- B. Premium Continuation Program. In the event of accident, illness, or layoff of any EMPLOYEE with ninety (90) days or more of employment, the DISTRICT will continue the monthly payments for the EMPLOYEE and the employees' dependents for a period not to exceed six (6) months.
- C. Dependent Coverage Eligibility. Employee dependents will be covered if attending college full time and qualify for coverage as determined by the Union Medical Plan.
- D. Prescription Drug Card. A prescription drug card will be provided and paid for by the DISTRICT as included in the Union medical plan.
- E. Orthodontia Coverage. Orthodontia coverage will be provided for each EMPLOYEE and each dependent at 50% of charges to a maximum of \$1500 per person per lifetime.
- F. Dental and Vision Coverage. Dental preventative and routine procedures shall be covered as provided for in the Union plan.

G. Health Reimbursement Arrangements (HRA). Effective as of January 1, 2006 the current "Common Pool of Fund" program is eliminated and replaced with Health Reimbursement Arrangements (HRA), with the District contributing \$1,500 per employee for each full year of the contract and prorated for 2008 and 2011 as follows:

- July – December 2008 the District will contribute \$750 prorated on a monthly basis, i.e., \$750 divided by six (6).
- January – June 2011 the District will contribute \$750 prorated on a monthly basis, i.e., \$750 divided by six (6).

Contributions shall be prorated monthly, i.e., \$1,500 divided by 12 and prorated according to the employee's insurance eligibility.

H. Opt out of Coverage. Upon presentation of coverage under another group health plan, the EMPLOYEE may at his/her option, waive coverage provided by the DISTRICT for a contribution to the DISTRICT'S IRS125 Plan or Deferred Compensation Plan (or any combination thereof) as elected by the EMPLOYEE, in the amount of 75% of the premium paid by the DISTRICT.

I. Exercise Facilities. The District will make available to employees access to exercise facilities at the new Community Center if available.

## **Section 1.21.02 Retirement Program**

- A. Effective January 1, 2010 the District will contract with the California Public Employees Retirement System (CALPERS) for the prospective retirement benefit of 2% at 55; provided, however, eligible employees must have voted to approve such benefit in accordance with CALPERS procedures.
- B. The District shall contribute no more than fifteen percent (15%) of salary towards the CALPERS retirement benefit.
- C. Individual employees employed as of December 31, 2009 shall have the option of continuing in the Hartford retirement plan and not participating in the CALPERS retirement plan. Any employee who chooses to remain with the Hartford plan shall have a maximum of fifteen percent (15%) of salary contributed to the Hartford plan.
- D. All employees hired after January 1, 2010 shall participate in the CALPERS plan.
- E. No unilateral changes will be made in the retirement plan during the term of this agreement which affect wages, hours or terms of benefits. Any proposed

changes that affect wages, hours or terms of benefits are subject to the notice and meet and confer process with the Union. This includes changes in plan providers.

### **Section 1.21.03     Disability Related and Life Insurance Programs**

- A. State Disability Insurance (SDI). The District will facilitate employee participation in the State Disability Insurance (SDI) program which provides supplemental income in the event an employee is not able to work. SDI is an employee paid benefit paid by the employee through an automatic payroll deduction at a rate determined annually by the program administrators.
- B. Long-term Disability Insurance. As of September 2005, the District agrees to provide employees, at District cost, long term disability insurance with a sixty (60) day elimination period for employees that will pay 66.66% of their regular salary. Long term disability benefits shall be as set forth in the long-term disability policy. A copy of the LTD policy will be provided to the EMPLOYEE.
- C. Life Insurance. The District will provide term life insurance equal to two times annual salary of each employee or to a maximum of \$50,000 policy limit (whichever is lower) with provisions in accordance with the policy purchased by the DISTRICT. A copy of the life insurance policy will be provided to the EMPLOYEE.

### **SECTION 1. 22     EDUCATION, TRAINING AND CERTIFICATION**

- A. Opportunities. EMPLOYEES shall be encouraged to seek education opportunities and shall be encouraged to attend training programs provided by the DISTRICT as follows:
- B. College Courses. For college, community college and other courses for which academic credit is given, and which are approved by the DISTRICT, the cost of tuition, books, and course materials shall be reimbursed to the EMPLOYEE upon presentation of evidence of successful completion of the course, as determined by a passing grade from the institution presenting the course. No other compensation shall be rendered.
- C. Job Related Courses. For job related training courses designed to provide the EMPLOYEE with skills to improve efficiency or to provide for education necessary to obtain state mandated certificates, and continuing education units for certifications required for specific job descriptions, the DISTRICT shall provide payment of course fee, transportation, reimbursement for meals and

lodging, and shall pay a maximum of eight (8) hours per day for attending such training.

- D. Certification Requirement. For any EMPLOYEE holding a position for which a certification is required for that position, maintenance of all the certifications required for that position shall be a condition of employment.
- E. Certification Pay Program. A salary increase will be paid for certification & education. All certifications and education must be approved by the District, not duplicated unless approved by the District, and carry a cumulative maximum of 10% in compensation. Certification and Educational Programs that result in eligibility for additional compensation are shown in Appendix "C".
- F. Bilingual Incentive Pay. District will pay additional 2% bilingual incentive pay for those employees designated by the District to translate or communicate in a language other than English. Designated languages must meet the business need of the District as determined by the General Manager. Bilingual incentive pay counts toward maximum District payment of ten percent (10%) for Incentive and certification pays approved by the District.
- G. Certification Pay Process. All requests for certification and education pay must be approved by the General Manager in advance. District agrees to pay all expenses associated with approved requests according to their current practice. District agrees to pay for the maintenance of all existing certifications as of July 1, 2005.

### **SECTION 1.23      FIELD PERSONNEL TOOL POLICY**

- A. Updated Tool Policy. As of July 1, 2005, District will purchase, replace and retain all tools for new hires; current employees who have purchased their own tools will submit an inventory, no later than December 31, 2005 to the District of all personal tools he/she is using to perform District work; any tool on the submitted list that breaks while performing District work will be replaced by the District and will be retained by the employee. All new tools purchased by the District, except these replacement tools, shall remain the property of the District.
- B. Tool Policy Prior to July 2005. The following policy is for the benefit of the DISTRICT and the EMPLOYEES hired prior to July 1, 2005. The policy makes the EMPLOYEE totally responsible for his tools, and also allows the EMPLOYEE to acquire the required tools at a reduced cost and to keep possession of the tools upon termination:
  - 1.      Required Tools. The DISTRICT has developed a list of required

hand tools for each position covered by this Memorandum. The EMPLOYEE, as a condition of his employment, will be required to have the tools available in his possession ready to work. All regular employees will be required to provide the necessary tools. If any EMPLOYEE transfers to another department or classification, he or she must, in a reasonable amount of time, secure the required tools. Temporary employees will have tools provided by the DISTRICT, but may participate in the tool policy if they desire.

2. After July 1, 1989, tools added to the list will be provided by the DISTRICT at no cost to the EMPLOYEE, and will remain the property of the DISTRICT. Such tools may be placed under the tool purchase policy.

3. Tool Purchase. At the request of the regular employee, the DISTRICT will purchase for the EMPLOYEE the recommended list of tools for his classification/department at DISTRICT cost, then as a one-time offer, discount that cost 25%. The employee will then reimburse the DISTRICT in one lump sum or monthly payroll deductions. The EMPLOYEE shall reimburse the DISTRICT at a rate of one third (1/3) of the cost each year for three (3) years.

4. Temporary employees will be treated equal to permanent employees, with one alternative. The DISTRICT will loan the necessary tools for their use. The temporary Employee will be responsible for the tools borrowed from the DISTRICT.

5. Lost, Broken or Worn Tools and Stolen Tools. Broken or worn tools will be replaced at DISTRICT cost, Tools stolen by forcible entry into District property or DISTRICT vehicles will be replaced by the DISTRICT, provided there is no showing of negligence on the part of the EMPLOYEE. A police report must be filed for any incident of theft. Lost tools will be replaced by the EMPLOYEE.

6. Tool Quality. Tools purchased by the DISTRICT or the EMPLOYEE will bear a lifetime guarantee, such as Craftsman, etc. If the tools fail, they will be replaced under the manufacturer's warranty.

7. Ownership of Tools After Termination. If the EMPLOYEE terminates from DISTRICT service prior to completion of three (3) years of service, or prior to completion of repayment for tools, full payment must be made prior to final processing. Such payment may be made directly by the EMPLOYEE, or may be deducted from final vacation, sick leave and/or final pay checks. If the employee leaves prior to one year of service, the 25% DISCOUNT given shall be reimbursed to the DISTRICT.

8. After final payment, tools become the sole property of the EMPLOYEE. If the EMPLOYEE terminates prior to full payment of the tools, and chooses not to retain the tools, a refund of one-half (1/2) the Moines paid to the DISTRICT by the EMPLOYEE for the tools will be made to the EMPLOYEE after return of a full set of tools in good condition.

9. Any tool set turned in and not retained by the EMPLOYEE, must be a full set in good condition, or must be brought to completeness and serviceability at the EMPLOYEE's cost. If this is not possible through moneys due the EMPLOYEE, the EMPLOYEE shall make up the difference.

10. Inventory. The EMPLOYEE filling the classification assigned to performance of the duties of purchasing will maintain an inventory sheet on each EMPLOYEE who has purchased tools through the DISTRICT. The DISTRICT reserves the right to inspect the EMPLOYEES' tool supply at any time to insure property tools are available.

11. Agreement. Each tool purchase shall be accompanied by a signed agreement between the DISTRICT and the EMPLOYEE.

12. Provision of Tools by Employee. An EMPLOYEE may elect to provide the required tools from his own supply, and not participate in the tool purchase program. The EMPLOYEE will be responsible to maintain the required tools in quality and quantity sufficient for completion of the EMPLOYEE'S assigned duties.

## **SECTION 1.24      DISCRIMINATION**

No employee or applicant for employment shall be discriminated against based on race, religion, gender, disability, sexual orientation, marital status, or on any other grounds identified in State or Federal law as a protected status.

## **SECTION 1.25      PROMOTIONS**

- A. Promotion Policy. It is the policy of the DISTRICT to promote and transfer fully qualified DISTRICT personnel to vacant or newly created positions. In the event there are not enough qualified applicants in the opinion of the MANAGER for transfer or promotion currently employed by the DISTRICT, the DISTRICT retains the right to recruit persons outside DISTRICT service and this selection shall be at the sole discretion of the MANAGER.
  
- B. Posting Requirement. When it is necessary to permanently fill a vacant position in the UNIT, a notice of vacancy shall be posted on the shop bulletin board by the General Manager or designee, and all interested persons shall be given two (2) weeks to submit an application to the MANAGER to be considered for the position. All applicants qualified for the position will be interviewed.
  
- C. Procedure. The following steps will be followed to insure consistency:
  - 1. Opening posted and/or advertised at least fourteen (14) days prior to closing date.
  - 2. After selection, all candidates shall be notified within five (5) days of decision. Reasons for selection will be discussed individually with all DISTRICT EMPLOYEES interviewed.
  
- D. Flexible Staffing. It is the Districts desire to retain and internally develop its employees through use of a flexible staffing approach. Employees are eligible to promote to higher levels in a job series (I/II as an example) if they have fulfilled the prerequisites for the higher level job classification and have demonstrated satisfactory performance reviews which indicate they are performing at a higher level of service. In recognition of the value of its employees performing at the journey level for each classification, the District has agreed that there will no maximum number of positions authorized at the higher level (I as compared to II level for example). Employees who are promoted in this manner will serve a six-month (6) promotional probationary period.

## **SECTION 1.26      UNIFORM and CLOTHING ALLOWANCE**

- A. Field Personnel Provided Clothing. The DISTRICT will provide uniform work clothing for DISTRICT EMPLOYEES in the classifications within the Parks and Facilities Division, as well as the EMPLOYEE filling the classification assigned to performance of the duties of purchasing. Conference Center EMPLOYEES

requiring a uniform will be provided with a uniform. The clothing selected shall be as agreed upon by the DISTRICT EMPLOYEES and the MANAGER. The expenditure for uniform clothing shall not exceed \$280 per year effective July 2005 and adjusting each following July by the same CPI rate as employee salaries. Items to be provided will include the following:

1. Work pants, five (5) pair
2. Work shirts, three (3) each
3. Work jacket, one (1) each, (winter)
4. T-shirts three (3)

The following items will be provided on an as needed basis, but not more often than annually. Unserviceable items must be presented prior to the issue of new items:

1. Rain jacket and pants, one (1) set
2. Work gloves, one (1) pair, rubber insulated, one (1) pair leather
3. Boots, one (1) pair, waterproof hip, steel toe (Water and Sewer field EMPLOYEES only)
4. Boots, one (1) pair, snow, steel toe (not to exceed \$600 every two years)

B. Safety Equipment. The following items of SAFETY EQUIPMENT will be provided on an as-needed basis, but not more often than annually. Unserviceable items must be presented prior to the issue of new items. ALL SAFETY EQUIPMENT will be selected by the DISTRICT and shall meet the requirements of the California Occupational Safety and Health Administration guidelines, if any:

1. Hard hat
2. Safety vest
3. Safety glasses
4. Boots, one (1) pair, safety, leather, steel toe

C. Annual Program. ALL WORK CLOTHING and SAFETY EQUIPMENT will be provided to the EMPLOYEES once per year. Should any item of issue become unserviceable prior to the EMPLOYEE'S anniversary date, the EMPLOYEE will be responsible to replace the item, as necessary. If any item becomes unserviceable due to extreme work conditions, and through no fault of the EMPLOYEE, the DISTRICT may replace the item upon presentation of a

written request to the MANAGER, or a designated representative stating justification for replacement of any unserviceable item. Other uniform items appropriate to the EMPLOYEES job duties may be substituted for the items described above.

- D. Employee Storage Areas. The DISTRICT will provide a secure storage area for the EMPLOYEES to store their safety equipment and tools.
- E. Non-Field Personnel Clothes Damaged. All EMPLOYEES covered by this Agreement that are not provided work clothing shall have any clothing soiled or damaged while on duty cleaned and/or replaced by the DISTRICT.
- F. Clothing Allowance for Non-Field Personnel. EMPLOYEES in unit who are not field personnel shall be entitled to an annual clothing allowance for the purchase of District logo wear. This clothing allowance shall be up to \$130.00 per year effective July 2005 and adjusting each following July by the same CPI rate as employee salaries.
- G. Winter Clothing Provided. EMPLOYEES who are required to work in an environment at or below 40 degrees Fahrenheit will be provided the following cold weather gear (such as Gortex or its equivalent) as recommended by OSHA in the TLV and BEI reference information. These items will be selected by the DISTRICT's Labor Management Committee and provided on an as needed basis, but not more often than annually:
  - 1. Pants
  - 2. Jackets
  - 3. Hoods
  - 4. Gators
  - 5. Gloves

## **SECTION 1.27      LAYOFF/DEMOTION**

### **A.    LAYOFF**

1. The appointing authority may lay off employees pursuant to this section whenever it becomes necessary because of lack of work or funds, or whenever it is deemed advisable in the interest of economy to reduce the force in a department or office.

2. The District shall give the Union notice prior to implementation of any proposed layoff and shall consult with the Union, in good faith, regarding the effects of the said layoff. Such consultation shall not delay the effective date of the layoff unless an agreement is reached to postpone or cancel the proposed layoff.

B. ORDER OF LAYOFF

1. All extra help and provisional employees shall be laid off, in an order determined by the appointing authority, before any probationary employees.
2. All part-time probationary employees shall be laid off, in an order determined by the appointing authority, before any full-time probationary employees.
3. All full-time probationary employees shall be laid off, in an order determined by the appointing authority, before any regular employee.
4. All part-time regular employees shall be laid off, in an order determined by the appointing authority, before any regular full-time employees.
5. When it becomes necessary to reduce the force in any department by layoff of regular, full-time employees, seniority and performance shall be the determining factors. For the purpose of applying this section only, performance shall be defined as annual or probationary performance evaluations submitted at least 90 days prior to the issuance of a layoff notice.

Layoffs shall be made by classification and by department in accordance with the following procedure and in the following order:

- a. All employees within the classification of a position that is being abolished whose most current annual or final probationary performance report was less than overall "Distinguished" rating shall be laid off before any employee in the same classification whose performance report, as defined above, was overall "Distinguished" rating. Within this group, a less senior employee shall be laid off before an employee with more seniority.
- b. Whenever it becomes necessary to layoff employees whose performance report, as defined above, was overall "Distinguished" rating the said layoffs shall also provide for a less senior employee to be laid off before an employee with more seniority.
- c. Except as otherwise provided, any employee who has been displaced as a result of the application of the provisions of this section shall be permitted to exercise bumping rights into a lower classification within the same classification series and within the same department. If an employee should elect to exercise his/her bumping rights as provided herein, then such employee shall be judged against all employees within the said lower classification in accordance with the foregoing methodology, giving proper weight to the factors of performance and seniority. Such bumping right must be exercised within ten (10) days of the date of layoff notice.

In the case of a tie in seniority pursuant to this section, such tie shall be broken by counting all time in District service.

If this method of breaking ties in seniority results in a tie, the order of layoff shall be determined by lot as drawn by the General Manager/CEO or designee.

- d. Any employee bumped pursuant to (c) above shall be permitted to exercise bumping rights into an existing lower classification in which they have held status, where applicable.

#### C. SENIORITY DEFINED

For the purpose of applying this section only, seniority shall be defined as:

1. The total number of calendar days an employee has been employed in a regular or temporary capacity and on active pay status in the classification of the employee or group of employees subject to layoff or bumping, except that in the case of a regular employee, approved leave of absence with or without pay shall also count as time worked on active pay status. Time worked in another classification of equal or greater pay grade and within the same series shall count as time worked within the classification of the employee or group of employees subject to layoff or bumping.

Seniority shall not include any period during which an employee was:

- a. On leave without pay for disciplinary reasons; or
- b. Not actually in District employment because of his or her voluntary termination, layoff, or other cause.

3. For any employee who is re-employed after being discharged for cause or any probationary employee discharged during the probationary period, seniority shall not include any time worked prior to his or her succeeding appointment.

4. Seniority shall include any time during which an employee is on approved paid or unpaid leave of absence and receiving workers' compensation benefits for an acknowledged job-incurred injury. Such time shall be counted as time worked for purposes of determining seniority and no employee shall suffer any loss of seniority for purposes of layoff where the fact of his/her leave of absence is caused by a bona fide work-related injury.

#### D. NOTICE OF LAYOFF

Regular employees shall be notified of layoff thirty (30) days prior to the effective date of same. An employee who is to be laid off may elect to accept such layoff prior to the effective date thereof.

E. RE-EMPLOYMENT LISTS

1. Providing his or her overall performance has been satisfactory, any person having regular or probationary status in the classified service who is laid off in good standing shall have, at the time of layoff, his or her name placed on the re-employment list for the classification from which he or she has been laid off for a period of 18 months.
2. Any regular or probationary employee who is laid off may, upon written request, have his or her name placed on a re-employment list for any other classification of equal or lower pay for which he or she is qualified for a period of 18 months.

**SECTION 1.28 PERSONNEL FILES**

- A. Personnel Files. The MANAGER shall maintain a personnel file for each EMPLOYEE. The file shall contain, but is not limited to, information on the EMPLOYEE'S date of employment, payroll information, benefit information, sick leave, vacation, education and training courses completed, memoranda to EMPLOYEE'S performance evaluations, leave of absence requests, worker's compensation, and disability information. Nothing of a negative nature will be placed in an EMPLOYEE'S file without a copy being furnished to the EMPLOYEE.
- B. Employee Access to Review File. Upon the EMPLOYEE'S request, the MANAGER shall, at reasonable times, permit the EMPLOYEE or the EMPLOYEE'S authorized representative (such authorization shall be in writing) to inspect such personnel file. However, all personnel records shall be considered confidential, and may be made available to SUPERVISORS and Department Heads, only with the expressed authorization of the MANAGER.

**SECTION 1.29 DISCIPLINARY ACTION, TERMINATION OF EMPLOYMENT, AND APPEALS**

- A. Disciplinary Causes. Regular, non-probationary EMPLOYEES may be disciplined for cause, which may include but is not limited to the following. A violation of each or any of the following may constitute a ground for discipline of an EMPLOYEE:
  1. Fraud in securing employment
  2. Incompetence
  3. Inefficiency
  4. Inexcusable neglect of duty.
  5. Insubordination to a SUPERVISOR or management personnel.

6. Dishonesty.
7. Drunkenness on duty.
8. Addiction to the use of narcotics or habit-forming drugs.
9. Intemperance.
10. Inexcusable absence without leave.
11. Use of sick leave for other than illness or attention to an immediate family member.
12. Violation of safety standards set by the DISTRICT.
13. Failure to (1) maintain a motor vehicle operator's license, or (2) failure to maintain a motor vehicle operator's record acceptable to the DISTRICT'S fleet insurance carrier, or (3) failure to maintain a violation point count below that which would create a prima facie presumption of being a negligent operator of a motor vehicle pursuant to California Vehicle Code Section 12810.5.
14. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
15. Immorality.
16. Discourteous treatment of the public or other employees.
17. Improper political activity.
18. Willful disobedience.
19. Misuse of District property.
20. Refusal to take and subscribe any oath of affirmation which is required by law in connection with his employment.
21. Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to the DISTRICT or his employment.
22. Violation of any validly adopted District policy or procedure.

B. Release From Probation. Entry level probationary EMPLOYEES may be rejected at any time during said probationary period, for any reason and without right of appeal or hearing as set forth in Section 1.29 D and infra. Promotional probationary EMPLOYEES may be rejected and returned to their prior position for any reason and without right of appeal or hearing as set forth in Section 1.29 D and infra.

C. Disciplinary Actions. For any of the causes enumerated in Section 1.29 (A) (1-22), the Manager shall have the right to take any of the following disciplinary actions against any employee:

1. EMPLOYEE counseling as per the Employee Counseling Notice; provided that EMPLOYEE counseling shall not be subject to appeal.
2. Verbal or written reprimand; provided however that a verbal or written reprimand shall not be subject to appeal; provided further that an

employee receiving a verbal or written reprimand may provide a verbal or written response to such reprimand.

3. Suspension without pay
4. Reduction in salary step
5. Demotion
6. Termination

- D. Notice Requirement. At least five (5) calendar days prior to the effective date of any proposed disciplinary action described in subparagraph C, the MANAGER or any person authorized by him, shall serve the EMPLOYEE with written notice of the proposed action, the reason for such action, a copy of the charges and material upon which the action was based, and the right to respond either verbally or in writing to the MANAGER prior to effective date of the disciplinary action. On the date set for the employee's response to the proposed disciplinary action, the MANAGER shall revoke, modify, or sustain the proposed disciplinary action and will so inform the employee in writing, if the employee has exercised the right to respond under this subdivision. If the employee does not respond, the disciplinary action shall take effect as proposed.
- E. Employee Appeal Process. No later than twenty (20) calendar days after the effective date of disciplinary action, the employee may file with the DISTRICT a written answer to the disciplinary action, which answer shall be deemed to be a denial of all of the allegations of the notice of disciplinary action, not expressly admitted, and a request for hearing or investigation as provided in this section. With the consent of the DISTRICT or its authorized representative an amended answer may subsequently be filed. If the EMPLOYEE fails to answer within the time specified or after the answer withdraws his appeal, the disciplinary action taken by the MANAGER shall be final.
- F. Employee Review of Information. An EMPLOYEE who has been disciplined, an attorney or authorized representative, designated by the EMPLOYEE in writing, shall have the right to inspect any documents in the possession of or in the control of the MANAGER which are relevant to the punitive action taken and which would be admissible in evidence at the hearing of the employee's appeal from the disciplinary action. The EMPLOYEE or his attorney shall have the right to interview other employees who have knowledge of the acts or admissions upon which the disciplinary action was based. Interviews of other employees and inspection of documents shall be at times and places reasonable for the EMPLOYEE and the MANAGER.
- G. Modification of Initial Disciplinary Action. At any time before an EMPLOYEE'S appeal is submitted to the DISTRICT or its authorized representative for decision, the MANAGER may with the consent of the DISTRICT or its

authorized representative serve on the EMPLOYEE and file with the DISTRICT, an amended or supplemental notice of disciplinary action. If the amended or supplemental notice presents new causes or allegations, the EMPLOYEE shall be afforded a reasonable opportunity to prepare his answer unless the DISTRICT or its authorized representative so orders. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing or investigation and shall be noted in the record.

- H. Investigation. Whenever an answer is filed by an EMPLOYEE who has been suspended without pay for ten (10) days or less, the DISTRICT or its authorized representative shall make an investigation with or without a hearing as it deems necessary; if the EMPLOYEE is suspended in more than 3 instances in any calendar year, the EMPLOYEE shall upon each additional suspension be afforded a hearing if he or she files an answer to the action.
- I. Hearing Process. Whenever an answer is filed to a disciplinary action, other than a suspension without pay for ten (10) days or less, the DISTRICT or its authorized representative shall within a reasonable time hold a hearing. The DISTRICT shall notify the EMPLOYEE of the time and place of the hearing. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code, except the EMPLOYEE and the other persons may be examined as provided in Section 19580 of the Government Code and the MANAGER and the EMPLOYEE may submit all proper and competent evidence against or in support of the causes.
- J. Failure to Appear at Hearing. Failure of the EMPLOYEE to appear at the hearing shall be deemed as a withdrawal of his answer and the action of the person imposing discipline shall be final.
- K. Examination Allowed. At the hearing the EMPLOYEE may be examined and may examine or cause any person to be examined under Section 776 of the Evidence Code.
- L. Selection of Hearing Officer. Hearings may be held by the DISTRICT, or by a authorized representative other than the person who imposed the discipline in question, but the DISTRICT shall render the decision which in its judgment is just and proper. Unless both the EMPLOYEE and the DISTRICT agree to the hearing being held by the Board, the hearing shall be held by hearing officer. The Board and Union shall select the hearing officer by striking names alternately from a list provided by either the American Arbitration Association or the State Mediation and Conciliation Service. The hearing officer shall be an individual properly trained and experienced to conduct a comprehensive hearing on the grievance. DISTRICT Board members, DISTRICT EMPLOYEES, or continuing consultants to the DISTRICT shall not be eligible to be a hearing officer, however individuals who have acted a hearing officers in

the past shall remain eligible. The hearing officer shall conduct a hearing pursuant to Section 11513 of the Government Code. The hearing officer shall render a proposed decision to the Board and shall allocate the cost of the grievance hearing, including his or her fee and the fee of a court reporter, if any, between the parties equally.

1. If a contested case is heard by an authorized representative, he or she shall prepare a proposed decision in such form that it may be adopted as the decision in the case, including an allocation of the cost of the hearing, his or her fee, and the fee of a court reporter, if any, between the parties equally. A copy of the proposed decision shall be filed by the DISTRICT as a public record and furnished to the employee within 10 days after the proposed decision is filed with the DISTRICT. The DISTRICT itself may adopt the decision in its entirety, or may reduce the disciplinary action set forth therein and adopt the balance of the proposed decision.
2. If the proposed decision is not adopted as provided in subparagraph b, the EMPLOYEE shall be notified of such action, and the Board itself may decide the case upon the record, including the transcript, with or without taking any additional evidence, or may refer the case to the same or another authorized representative to take additional evidence. If the case is so assigned to an authorized representative, he or she shall prepare a proposed decision as provided in subparagraph b upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to the EMPLOYEE. The DISTRICT itself shall decide no case provided for in this sub-paragraph without affording the EMPLOYEE the opportunity to make oral and written argument before the DISTRICT itself.

If additional oral evidence is presented before the DISTRICT itself, no DISTRICT member shall vote unless he or she has heard the additional oral evidence.

3. In arriving at a decision or a proposed decision, the DISTRICT or its authorized representative may consider any prior suspension or suspensions of the EMPLOYEE or any prior proceedings under this section.
4. The decision shall be in writing and shall contain findings of fact and the disciplinary action, if any. The findings may be stated in the language of pleadings or by reference thereto. The decision shall provide notice to the employee that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.

- M. District Decision. The DISTRICT shall render a decision within a reasonable time after the hearing or investigation. The disciplinary action taken by the MANAGER or his authorized representative shall stand unless modified or revoked by the DISTRICT. If the DISTRICT finds the cause or causes by which the disciplinary action imposed were insufficient or not sustained, or that the EMPLOYEE was justified in the course of conduct upon which the causes were based, it shall modify or revoke the disciplinary action and it may order the EMPLOYEE returned to his position either as of the date of the disciplinary action or as of such later date as it may justify. The decision of the DISTRICT shall be entered upon the minutes of the DISTRICT.

### **SECTION 1.30      GRIEVANCE PROCEDURE**

- A. Grievance Process. This grievance procedure shall be used to process and resolve grievances as defined under Section 1.30 (1) (a), infra, and shall not be applicable to appeals of disciplinary action covered under Section 1.29 of this Memorandum of Understanding, it being the intent and the understanding of the parties that disputes over disciplinary action will be processed exclusively under Section 1.29 and "grievance", as defined herein, shall be processed exclusively under this Section 1.30.
- B. Definitions
1. A grievance is a complaint of one or a group of EMPLOYEES, or a dispute between the DISTRICT and the UNION, involving the interpretation, application, or enforcement of the express terms of the Memorandum.
  2. As used in this procedure, the term "immediate supervisor", means the individual who assigns, reviews and directs the work of an employee.
- C. Time Limits and Procedure
1. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.
  2. Informal discussion shall in all cases precede initiation of a Formal Grievance.
- D. Employee Rights. 1.30.05 The EMPLOYEE retains all rights conferred by Section 3500, et. seq., of the Government Code. An EMPLOYEE may elect to be represented by the UNION in resolving any grievance.

E. Informal Discussion.

1. The grievance initially shall be discussed with the immediate supervisor. Within two (2) work days the immediate supervisor shall give his decision or response.
2. If the informal grievance procedure is not initiated within two (2) days of the event or condition responsible for the grievance, no basis for the grievance shall be determined to have existed.

F. Formal Grievance Procedure.

1. If an informal grievance procedure does not resolve the grievance to the satisfaction of the EMPLOYEE, a formal grievance may be initiated. A formal grievance may be initiated no later than:
  - a) Five (5) work days after the event or circumstances occasioning the grievance; or
  - b) Within three (3) work days of the decision rendered in the informal grievance procedure, whichever is later.
2. A formal grievance shall be initiated in writing on a form prescribed by the DISTRICT and shall be filed with the appropriate Department Head as the first level of appeal. Within five work days after the initiation of the formal grievance, the Department Head at the first level of appeal shall investigate the grievance, and give a decision in writing to the EMPLOYEE.
3. If the EMPLOYEE is not satisfied with the decision rendered, the EMPLOYEE may appeal the decision within five work days to the MANAGER. The MANAGER shall respond in writing within ten (10) work days to the EMPLOYEE. If the MANAGER determines that it is desirable, he shall hold conferences or otherwise investigate the matter.
4. If the EMPLOYEE or the UNION are not satisfied with the decision rendered by the MANAGER, the EMPLOYEE or the UNION may appeal the MANAGER's decision to the DISTRICT Board of Directors. At the next regularly scheduled Board meeting, the Board shall direct the grievance to be heard by a hearing officer in accordance with provisions of F5, unless both the EMPLOYEE or the UNION, and the Board agree to the grievance being heard by the Board.
5. In the event the hearing is to be heard by a hearing officer, the Board and Union shall select the hearing officer by striking names alternately from a

list provided by either the American Arbitration Association or the State Mediation and Conciliation Service. The hearing officer shall be an individual properly trained and experienced to conduct a comprehensive hearing on the grievance. DISTRICT Board members, DISTRICT EMPLOYEES, or continuing consultants to the DISTRICT shall not be eligible to be a hearing officer. The hearing officer shall conduct a hearing pursuant to Section 11513 of the Government Code. The hearing officer shall render a proposed decision to the Board and shall allocate the cost of the grievance hearing, including his or her fee and the fee of a court reporter, if any, between the parties equally.

The hearing officer shall render a proposed decision to the Board within ninety (90) calendar days of the conclusion of the hearing; if the hearing officer fails to render a proposed decision within such time, unless the parties mutually agree to an extension of time limits, the matter shall automatically be vacated, a new hearing officer shall be selected pursuant to the provisions of this subparagraph, and a new hearing shall be conducted utilizing a new hearing officer, and the hearing officer previously selected shall not receive payment for his/her services.

6. If the proposed decision is not adopted by the Board, the EMPLOYEE or the UNION shall be notified of such action, and the Board itself may decide the case upon the record, including the transcript, with or without taking any additional evidence, or may refer the case to the same or another hearing officer, he shall prepare a proposed decision as provided in subparagraph d. upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to the EMPLOYEE, or the UNION. The DISTRICT itself shall decide no case provided for in this subparagraph without affording the EMPLOYEE or the UNION opportunity to make oral and written argument before the DISTRICT itself. If additional oral evidence is presented before the DISTRICT itself, no DISTRICT member shall vote unless he or she has heard the additional oral evidence.
7. The decision shall be in writing and shall contain findings of fact and a determination of the issues. The decision shall provide notice to the EMPLOYEE that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.

**SECTION 1.31 SERVICE OF NOTICE, PAPER OR OTHER DOCUMENTS,  
FILING OF CURRENT EMPLOYEE ADDRESS**

- A. Employee Provision of Information. All covered EMPLOYEES shall provide the

MANAGER with their current home address and telephone number, if any, and shall be responsible for informing the MANAGER of any change of address or telephone number.

- B. District Use of Provided Information. Whenever any notice, paper, or other document is directed to be given to or served upon any covered EMPLOYEE, such notice, paper, or other document may be personally served or it may be served by mail to the last known residence or business address of the addressee shown in the records of the DISTRICT.
- C. Mail Service. Service by mail of the charges in a disciplinary proceeding, a notice of an EMPLOYEE'S suspension, or any other notice required by this agreement, may be made by the enclosure of such charges or notice in a sealed envelope, addressed to the last known address of the EMPLOYEE to be served, registered with return receipt requested, and depositing of such notification in the United States mail with postage fully prepaid. Service is complete upon mailing.

### **SECTION 1.32      ADDITIONAL PAY PROGRAMS**

- A. Acting Pay (Working out of Classification). When an EMPLOYEE is assigned to fill a higher classification and is responsible for the duties of that position for a period of five (5) consecutive days or more, the EMPLOYEE shall receive a 5% pay increase while filling the higher classification for hours worked. Holidays shall be included. Should the EMPLOYEE be required to fill the higher classification for a period of thirty (30) days or more, all hours will be eligible for the 5% pay increase while the EMPLOYEE is responsible for the duties of that position beginning on the thirtieth (30<sup>th</sup>) day. The DISTRICT shall not use this provision to keep from paying out of classification pay more than one (1) time.
- B. Special Assignment Pay. District shall make an adjustment of 2.5% -5% to an employee's base salary when an employee is placed on a special assignment by the General Manager. Special assignments must be pre-approved by the General Manager and will include a Personnel Action Form (PAF) with written job duties and assignments. The amount of the special assignment pay is at the discretion of the General Manager.

### **SECTION 1.33      DRUG POLICY**

- A. DOT Employees. The District has a drug use policy in place consistent with DOT guidelines for those employees in safety sensitive positions consistent with federal requirements for positions with a Class A or B Drivers license.

- B. Non-DOT Employees. District and Union agree that a modified version of the Local 39 drug policy shall be adopted and implemented by the District for all non-safety sensitive personnel as of August 9, 2005. The District and the Union agree to meet to further to discuss the screening, confirmation and positive levels that are currently in the Union policy. The District would like to use the same guidelines as for DOT employees.

**SECTION 1.34 MISCELLANEOUS PROVISIONS**

- A. Washer/dryer. by January 2006, District will either provide a laundry service or will install a washer/dryer (most likely in the shop building) to be used by employees solely for the purpose of cleaning work clothes soiled at work. Employee's shall use provided equipment only when off duty, although employee may launder dirty clothes while continuing to work.
- B. Modifications to Exhibit A: Change the following job titles from the classification documents so that Exhibit A reflects current positions in use by District:

Associate Engineer (formerly Associate Civil Engineer)  
Assistant Engineer (formerly Assistant Civil Engineer)  
Junior Engineer (formerly Junior Civil Engineer)

- C. Catastrophic Leave Policy. The District and Union have agreed to a Catastrophic Leave Policy which will be part of the District's Rules and Regulations. See Exhibit A.
- D. Safe Vehicle Operation Policy. The District and Union have agreed to a Safe Vehicle Operation Policy which will be part of the District's Rules and Regulations. See Exhibit B.

**SECTION 1.35 TERM OF MEMORANDUM**

This Memorandum shall be in effect from July 1, 2008 until June 30, 2011, except as otherwise specified herein.

**SECTION 1.36 LABOR/MANAGEMENT COMMITTEE**

- A. Labor Management Committee. The District shall form a Labor/Management Committee. This Committee shall be responsible for non-monetary issues referred to the Committee, and to the extent deemed appropriate, monetary issues. It shall be made up of an equal number of District and Union appointed

members. All recommendations made by the Committee shall be referred to the General Manager/CEO as the person responsible for administration of the Memorandum of Understanding. This Committee shall be established as a cooperative effort between the DISTRICT and UNION. The first meeting to establish basic parameters of the Committee shall be scheduled upon ratification of this Memorandum.

- B. Committee Responsibilities. During this agreement, the Labor/Management Committee will address possible changes to the Personnel Ordinance, Employee Performance Evaluations, Job Descriptions, appropriateness of certifications on certification pay list (including possibility of adding new certifications); there will be no change in any past practice that has a monetary impact without advance notice and an opportunity to meet and confer on the issue.

### **SECTION 1.37      AGENCY FEE**

- A. Union Recognition of Representation Responsibility. It is recognized that the Union owes the same responsibilities to all employees in the representation Unit and has a duty to provide fair and equal representation to all employees in all classes in the Unit whether or not they are members of the Union.
- B. Fee Payment Process. Therefore, effective the date of this signed agreement, all regular employees and all new employees in the Operations and Maintenance Unit represented by the Union shall be subject to payroll deductions for one of the following:
  - 1. Union membership dues; or
  - 2. A fair share for services rendered by the Union in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this agreement and the representation of nonmember employees provided, however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Union; or
  - 3. Pay a sum equal to the agency fee to any non-religious, non-labor charitable fund exempt from taxation under Section 501(C)(3). The employee must provide a written declaration from the leader of their religious group that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of

employment. The employee shall furnish written proof to the District and the Union that this contribution has been made.

- C. Objection to Agency Fee Process. Agency Fee/Conscientious Objection Fees shall commence beginning the first pay period after completion of the agency shop election and shall remain in effect until the expiration of the Memorandum of Understanding or the termination of the Agency Shop/Fair Share Fee clause, whichever occurs first.
- D. Payroll Deduction Authorized. The District agrees to make agency fee deductions from each employee's paycheck starting the first pay period after the election or the first pay period after employment, whichever comes first.
- E. Annual Deduction. An employee who opts for Local 39 membership dues shall not be permitted to change such deduction except during the month of June of each year of this MOU. At any time with proper authorization, an employee who opts for Agency Fee shall be permitted to change to Union membership dues but not to a charitable contribution. An employee who opts for a charitable contribution shall be permitted to change to an Agency Fee or Union membership dues at any time during the term of the Agreement.
- F. Union Indemnification of District. The Union shall defend, indemnify and hold the District harmless against any and all claims, demands, suits orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this article. This includes not only the District's attorney fees and costs but the cost of management preparation time as well. The District shall notify the Union of such costs on a case-by-case basis.
- G. Agency Fee Objection Process. An employee who is subject to the payment of an agency fee shall have the right to object to any part of that fee payable by him or her which is claimed to represent the employee's additional pro rata share of expenditures by the Union that is partisan, political or ideological by nature or that is applied toward the costs of benefits available only to members of the Union or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident to meeting and conferring or administering the Memorandum of Understanding.
- H. Union Provision of Information. The Union will satisfy all legal requirements for providing financial information to employees to allow them to gauge the propriety of the Agency Fee. This information must be updated by the Union and provided to employees and the Agency at least annually. The information must cover local expenditures as well as any uses made by county, state, national and international organizations to whom the Union transmits a portion of its dues and/or Agency Fee funds.

- I. Appeals Procedure. The Union shall make available, at its expense, an administrative appeals procedure to employees who object to the payment of any portion of the Agency Fee. A copy of such procedure shall be made available to all employees and the Agency.
- J. Escrow Account. The Union shall make available, at its expense, an escrow account at an independent banking institution for the deposit of any portions of an Agency Fee which is being disputed by Agency Fee payers.
- K. No Dues When On Unpaid Leave. No employee covered by this provision shall be required to pay any dues, fees or charitable contribution during an unpaid leave of absence of thirty (30) days duration or longer, if said employee is on unpaid leave due to the exhaustion of all paid leave benefits for which the employee is eligible.
- L. No District Responsibility. The Union acknowledges its legal responsibility to fulfill its obligations under this Agency Fee provision. The Union further acknowledges that the District has no legal responsibility to assure the Union's compliance with these provisions nor any other requirements imposed by the laws regulating Agency Fee arrangements.

**APPENDIX A**  
**COMPENSATION**

A. Salary Classifications and Ranges:

1. The following Classifications shall be covered by this Memorandum of Understanding, effective July 1, 2008

**Classification:**

**Associate Engineer**  
**Assistant Engineer**  
**Junior. Engineer**  
**Engineering Technician I/II**  
**Administrative Assistant**  
**Customer Service Representative I/II**  
**Accounting Technician I/II**  
**General Ledger Accountant**  
**Purchasing Technician I/II**  
**Conference Services Coordinator**  
**Assistant Community Conference Center Coordinator I/II**  
**Conference Center Maintenance Worker I/II**  
**Parks Maintenance Superintendent**  
**Parks & Facilities Maintenance Worker I/II**  
**Parks & Facilities Supervisor**

2. The salary schedule for said classifications shall be as attached hereto in Appendix A-1.

- B. Salary Increases (Time for Consideration): During the fifth (5th) month of initial service (probationary period) a performance review will be completed by the EMPLOYEE'S SUPERVISOR.

Salary increases shall be considered after the probationary employees initial six (6) months of service. Increases after the initial six (6) months of service shall be granted as applicable, based on EMPLOYEE performance. Reason for denial of a salary increase will be presented to the EMPLOYEE.

Additional salary increases may be considered on the following schedule: After eighteen (18) months of service and each twelve (12) months thereafter. The MANAGER shall administer the DISTRICT salary plan based on EMPLOYEE'S performance, and the recommendation of EMPLOYEE'S SUPERVISOR. Evaluation of EMPLOYEE'S performance shall be made in accordance with SECTION 1.20; subject to the grievance procedure.

- C. Merit Based Salary Increases (Amount): Employees shall be eligible for a one step (5%) merit increase annually until such time as employee reaches top step of salary range. To be eligible for a step increase, an EMPLOYEE'S evaluation must be an overall average of "Meets Standards," "Superior," or "Outstanding."
- D. Effective Date of Salary Increases: Salary increases will be effective at the start of the next regularly scheduled pay period immediately following the eligibility date of the increase.
- E. Salary Decreases: The compensation of an EMPLOYEE may be reduced upon recommendation of the MANAGER in cases where the quality and manner of performance of duties do not justify the compensation being received; subject to the grievance procedure.
- F. Negotiated Salary Adjustments:
  - a. Annual Salary Adjustments: For the pay periods beginning July 13, 2008 and the pay periods beginning closest to July 1, 2009 and July 1, 2010 there will be a annual salary increase between 1% an 6% as determined by a calculation of the average of the Western States Consumer Price Index, All Urban Consumers, for the year ending May data according to the following schedule:

<u>CPI Increase Over Prior Year</u>	<u>Salary Schedule Increase Due to CPI</u>
Less than 1%	1%
1% to 6%	Actual CPI between 1% and 6%
Above 6%	6%

Annual salary adjustments will be retroactive to pay-period beginning July 13, 2008 for Year 1 and effective at the start of the next regularly scheduled pay period closest to July 1<sup>st</sup> annually for Years 2 and 3 of the contract.

- G. Additional Salary and Classification Adjustments:
  - a. In recognition of a disparity in salary as compared to comparable jurisdictions, the District agrees to provide a one percent (1%) salary effective the pay period beginning July 13, 2008 and at the same time the above-described CPI increases are provided in Years 2 and 3 for the following classifications: Customer Service Representative I, and Customer Service Representative II.

b. Classification and Compensation Study

By February 1, 2011 the parties agree to meet and confer on selection of a consulting firm to conduct a classification and compensation study. The cost of the consultant study shall be paid by the District.

The study shall be based on compensation as of April 1, 2011 and every reasonable effort will be made to complete the study by May 1, 2011.

The results of the class and compensation study shall be a subject of meeting and conferring for a successor agreement.>

- H. Performance Evaluation Scores: If requested, on July 1, 2005 and every July 1 thereafter during the term of the MOU, the DISTRICT will provide Local 39 with performance evaluation scores for bargaining unit members, identified only by the EMPLOYEE's step, including steps above 10, and not identifying any employee by position or name, which were awarded during the past year, provided the disclosure of such information does not violate EMPLOYEE's rights.
- I. Appointment to a Higher Starting Salary: Original appointment shall be made at the starting salary step for each position, except that upon approval of the MANAGER, appointments may be made at a higher step. Consideration shall be given to labor market conditions, education, and experience of the proposed EMPLOYEE as compared to minimum qualifications for the classification.

APPENDIX A-1  
MONTHLY SALARY SCHEDULE  
Effective 7/13/08

2008CPI	3.7%
1% INCREASE MW/CSR/WQT/OC	1.0%

CLASSIFICATION	Step 1	Step 2	Step 3	Step 4	Step 5
PARK & FAC MAINT I	2,634.27	2,765.98	2,904.28	3,049.49	3,201.96
PARK & FAC. MAINT II	2,987.90	3,137.30	3,294.16	3,458.87	3,631.81
PARK/FAC SUPERVISOR	3,436.08	3,607.88	3,788.27	3,977.68	4,176.56
PARK MAINT. SUPT.	3,865.59	4,058.87	4,261.81	4,474.90	4,698.64
CONF CENTER MAINT I	2,634.27	2,765.98	2,904.28	3,049.49	3,201.96
CONF CENTER MAINT II	2,987.90	3,137.30	3,294.16	3,458.87	3,631.81
ASST CCC COORD I	2,779.42	2,918.39	3,064.31	3,217.53	3,378.41
ASST CCC COORD II	3,178.06	3,336.96	3,503.81	3,679.00	3,862.95
CONF. SERVICES COORDINATOR	3,288.08	3,452.48	3,625.10	3,806.35	3,996.67
ACCOUNTING TECH I	2,779.42	2,918.39	3,064.31	3,217.53	3,378.41
ACCOUNTING TECH II	3,178.06	3,336.96	3,503.81	3,679.00	3,862.95
PURCHASING TECH I	3,178.06	3,336.96	3,503.81	3,679.00	3,862.95
PURCHASING TECH II	3,654.78	3,837.52	4,029.40	4,230.87	4,442.41
GL ACCOUNTANT	4,068.76	4,272.20	4,485.81	4,710.10	4,945.61
CUSTOMER SRVC REP I	2,639.25	2,771.21	2,909.77	3,055.26	3,208.02
CUSTOMER SRVC REP II	3,035.12	3,186.88	3,346.22	3,513.53	3,689.21
ADMINISTRATIVE ASSIST.	3,288.08	3,452.48	3,625.10	3,806.35	3,996.67
ASSOCIATE ENGINEER	6,408.36	6,728.78	7,065.22	7,418.48	7,789.40
ASSISTANT ENGINEER	5,006.19	5,256.50	5,519.32	5,795.29	6,085.05
JUNIOR ENGINEER	3,812.32	4,002.94	4,203.09	4,413.24	4,633.90
ENG. TECHNICIAN I	3,404.89	3,575.13	3,753.89	3,941.58	4,138.66
ENG. TECHNICIAN II	3,915.61	4,111.39	4,316.96	4,532.81	4,759.45

## APPENDIX B

### MISCELLANEOUS

#### A Job Descriptions

Job descriptions for the classifications listed in "Appendix A" are made a part of this Memorandum of Understanding.

The District proposes to add additional job classifications, and revise job descriptions as needed.

#### B. Motor Vehicle Driver Record

California Department of Motor Vehicle Negligent Operator Point Count is as follows, as referenced in Section 1.29(1)m.

NEGLIGENT OPERATOR POINT COUNT LEVEL, EFFECTIVE 1/1/89 (DMV)  
Driver Regardless of Class of license is defined as a negligent operator when there are:

- 4 points in 12 months
- 6 points in 24 months
- 8 points in 36 months

A driver of a class 1/A or 2/B vehicle may be granted a higher point count of 6, 8, or 10 after the DMV has taken an action based on point count. However, the higher point count may be granted only if the driver appears for a hearing.

**APPENDIX C**

**NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM**

**Originated: July 1, 1994**

**Revisions effective July 1, 2008**

**Revision June 30, 2008**

## North Tahoe Public Utility District

### APPENDIX C

- A salary increase will be paid for certification and education. All certifications and education must be approved by the DISTRICT, not duplicated unless preapproved by the DISTRICT, and carry a cumulative maximum of 10% in compensation, which includes all increases for Education and Certification prior to 7/1/94.
- Each Certification percentage for a higher grade of certification replaces the lower grade certification percentage.
- Whenever an incentive is shown within a job classification for a CA or NV Commercial Driver's License either Class A or Class B, the EMPLOYEE must make such license available in their employment to be eligible for incentive. Incentive effective on the date such license is acquired or made available in employment, whichever occurs later.
- New courses and incentives may be added at the discretion of the DISTRICT.
- Certification and education must be obtained after July 1, 1994 to qualify for the salary increase with the exception of Certifications previously in place as specified in the Maintenance and Operations Memorandum of Understanding previous to July 1, 1994.
- For job related training courses designed to provide the EMPLOYEE with skills to improve efficiency, the DISTRICT shall provide payment of course fee, transportation, reimbursement for meals and lodging, and shall pay a maximum of eight (8) hours per day for attending such training. Certifications obtained where EMPLOYEE's time, cost and fees are paid by the District are not eligible for a bonus under this program. Exceptions to this rule may be determined by the Labor/Management Committee if Certification is mandated by State, Federal or other applicable law or if needed and required by the District's job description for a particular classification.
- Upon successful completion of Certification or course, the exam or registration fee and cost of course materials will be reimbursed to the EMPLOYEE.
- Organizations providing certification testing may impose requirements which exceed the District requirements.

NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM  
ADMINISTRATION DEPARTMENT

CLASSIFICATIONS  
*Administrative Assistant*  
*Customer Service Representative I/II*  
*Accounting Technician I/II*  
*General Ledger Accountant*

<i>Description</i>	<i>Incentive</i>
Notary Public License	1%
D.P.H. Water Treatment Facility Operator Grade 1 (a)	1%
D.P.H. Water Distribution Operator Grade 1 (a)	1%
C.W.E.A. Collection System Maintenance Grade 1 (a)	1%
Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject after 7/1/94. Each course requires prior approval and must be completed on employee's time at employee's expense.	1.5%
<ul style="list-style-type: none"> <li>• Certification to be proficient in the following areas will be considered: MS Office Suite: Includes MS Word, Excel, Outlook, Access, Project, &amp; PowerPoint.</li> <li>• Website Maintenance</li> <li>• Crystal Reporting</li> </ul>	
College courses subject to approval	
a) Grade 1 shall be granted a 1% incentive bonus only if a written test is required for certification.	

NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM  
ADMINISTRATION DEPARTMENT

CLASSIFICATIONS  
*Purchasing Technician I/II*  
*Purchasing Agent*

<i>Description</i>	<i>Incentive</i>
College/university courses:	
1) Accounting (General accounting, cost accounting, managerial accounting)	1.5%
2) Contracts (Contract administration, negotiations and/or management, cost/price analysis)	1.5%
3) Economics (Managerial, macro,micro)	1.5%
4) Ethics (Business or professional ethics)	1.5%
5) Finance (Business or governmental)	1.5%
6) Law (Business law, contract law, government contract law, legal environment of business management (organizational theory and behavior, public administration, project management)	1.5%
7) Personnel (Personnel management, performance appraisal, employee development)	1.5%
8) Purchasing and Materials Management (purchasing, materials, inventory control)	1.5%
9) Transportation (physical distribution, traffic management, logistics)	1.5%
D.P.H. Water Treatment Facility Operator Grade 1 (a)	
D.P.H. Water Distribution Operator Grade 1 (a)	1%
C.W.E.A. Collection System Maintenance Grade 1 (a)	1%
Forklift Operators License	2.0%
Successful completion of 3 Unit course at an accredited college or university in job-related subject after 7/1/94. Each course requires prior approval and must be completed on employee's time at employee's expense.	1.5%
a) Grade 1 shall be granted a 1% incentive bonus only if a written test is required for certification.	

NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM  
ENGINEERING DEPARTMENT

CLASSIFICATIONS  
*Associate Engineer*  
*Assistant Engineer*  
*Junior Engineer*

<i>Description</i>	<i>Incentive</i>
D.P.H. Water Treatment Facility Operator Grade 2	1.5%
D.P.H. Water Treatment Facility Operator Grade 3	2.5%
D.P.H. Water Distribution Operator Grade 2	1%
D.P.H. Water Distribution Operator Grade 3	2.5%
C.W.E.A. Collection System Maintenance Grade 2	1.5%
C.W.E.A. Collection System Maintenance Grade 3	2.5%
C.W.E.A. Collection System Maintenance Grade 4	3.5%
C.W.E.A. Mechanical Technologist Grade 2	1.5%
C.W.E.A. Mechanical Technologist Grade 3	2.5%
C.W.E.A. Electrical/Instrumentation Grade 2	1.5%
C.W.E.A. Electrical/Instrumentation Grade 3	2.5%
Professional Engineer's Certification (P.E.) for positions below Associate Engineer.	\$100 biweekly
Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject after 7/1/94. Each course requires prior approval and must be completed on employee's time at employee's expense.	1.5%

NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM  
ENGINEERING DEPARTMENT

CLASSIFICATIONS  
*Engineering Technician I/II*

<i>Description</i>	<i>Incentive</i>
D.P.H. Water Treatment Facility Operator Grade 1 (a)	1%
D.P.H. Water Treatment Facility Operator Grade 2	2.5%
D.P.H. Water Distribution Operator Grade 1	1%
D.P.H. Water Distribution Operator Grade 2	2.5%
C.W.E.A. Collection System Maintenance Grade 1 (a)	1%
C.W.E.A. Collection System Maintenance Grade 2	2.5%
Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject after 7/1/94. Each course requires prior approval and must be completed on employee's time at employee's expense.	1.5%
<ul style="list-style-type: none"> <li>• Advanced AutoCAD certificate</li> <li>• MS Project Certificate</li> <li>• GIS certificate</li> </ul>	<p>1%</p> <p>1%</p> <p>1%</p>
a) Grade 1 shall be granted a 1% incentive bonus only if a written test was required for certification.	

NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM  
ENGINEERING DEPARTMENT

CLASSIFICATIONS  
*Public Works Construction Inspector*

<i>Description</i>	<i>Incentive</i>
D.P.H. Water Treatment Facility Operator Grade 1 (a)	1%
D.P.H. Water Treatment Facility Operator Grade 2	2.5%
D.P.H. Water Treatment Facility Operator Grade 3	3.5%
D.P.H. Water Distribution Operator Grade 2	1.5%
D.P.H. Water Distribution Operator Grade 3	2.5%
C.W.E.A. Collection System Maintenance Grade 1 (a)	1%
C.W.E.A. Collection System Maintenance Grade 2	2.5%
C.W.E.A. Collection System Maintenance Grade 3	3.5%
C.W.E.A. Collection System Maintenance Grade 4	4.5%
Backflow Prevention Assembly Testing Certification	2.5%
Cross Connection Control Specialist (supersedes Backflow Prev.)	3.5%
Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject after 7/1/94. Each course requires prior approval and must be completed on employee's time at employee's expense.	1.5%
CA or NV Commercial Driver's License, Class B	2.5%
CA or NV Commercial Driver's License, Class A	5%
• Approved ICBO (International Congress Builder)	1.5%
• ICBO – Residential	1.5%
• ICBO – Plumbing	1.5%
• ICBO – Electrical	1.5%
a) Grade 1 shall be granted a 1% incentive bonus only if a written test was required for certification.	

NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM  
OPERATIONS DEPARTMENT

CLASSIFICATIONS  
*Utility Operations Coordinator*

<i>Description</i>	<i>Incentive</i>
D.P.H. Water Treatment Facility Operator Grade 1 (a)	1%
D.P.H. Water Treatment Facility Operator Grade 2	2.5%
D.P.H. Water Distribution Operator Grade 2	1.5%
C.W.E.A. Collection System Maintenance Grade 1 (a)	1%
C.W.E.A. Collection System Maintenance Grade 2	2.5%
Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject after 7/1/94. Each course requires prior approval and must be completed on employee's time at employee's expense.	1.5%
CA or NV Commercial Driver's License, Class B	2.5%
CA or NV Commercial Driver's License, Class A	5%
<ul style="list-style-type: none"> <li>• Springbrook</li> <li>• Hanson</li> <li>• Crystal Reporting</li> </ul>	
a) Grade 1 shall be granted a 1% incentive bonus only if a written test was required for certification.	

NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM  
OPERATIONS DEPARTMENT

CLASSIFICATIONS  
*Utility Operations Crew Chief*  
*Equipment Operator I/II*  
*Maintenance Worker I/II*  
*Water Quality Technician*

<i>Description</i>	<i>Incentive</i>
D.P.H. Water Treatment Facility Operator Grade 1 (a)	1%
D.P.H. Water Treatment Facility Operator Grade 2	2.5%
D.P.H. Water Treatment Facility Operator Grade 3	3.5%
D.P.H. Water Distribution Operator Grade 2	1.5%
D.P.H. Water Distribution Operator Grade 3	2.5%
C.W.E.A. Collection System Maintenance Grade 1 (b)	1%
C.W.E.A. Collection System Maintenance Grade 2	2.5%
C.W.E.A. Collection System Maintenance Grade 3	3.5%
C.W.E.A. Collection System Maintenance Grade 4	4.5%
C.W.E.A. Mechanical Technologist Grade 2	2.5%
C.W.E.A. Mechanical Technologist Grade 3	3.5%
C.W.E.A. Electrical/Instrumentation Grade 2	2.5%
C.W.E.A. Electrical/Instrumentation Grade 3	3.5%
Backflow Prevention Assembly Testing Certification	2.5%
Cross Connection Control Specialist (supersedes Backflow Prev.)	3.5%
Specialized Individual Welding Certification	1%
Basic Welding Certification	1.5%
Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject (requires prior approval).	1.5%
CA or NV Commercial Driver's License, Class B	2.5%
CA or NV Commercial Driver's License, Class A	5%
a) Grade 1 shall be granted a 1% incentive bonus only if a written test was required for certification.	
b) Grade 1 Certification incentive shall be limited to Maintenance Worker I and Water Quality Technician.	

NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM  
RECREATION AND PARKS DEPARTMENT

CLASSIFICATIONS  
*Parks Maintenance Superintendent*  
*Park & Facilities Supervisor*  
*Park & Facilities Maintenance I/II*

<i>Description</i>	<i>Incentive</i>
C.W.E.A. Plant Maintenance I	1%
C.W.E.A. Mechanical Technologist Grade II	2.5%
C.W.E.A. Electrical/Instrumentation Grade II	2.5%
Master Gardener Certification or Certification in Gardening (California Landscape Contractor's Association).	1%
Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject after 7/1/94. Each course requires prior approval and must be completed on employee's time at employee's expense.	1.5%
CA or NV Commercial Driver's License, Class B	2.5%
CA or NV Commercial Driver's License, Class A	5%
• Sprinkler/Irrigation Certification	1.5%
• D.P.H. Water Distribution Grade 1	1%
• Certified Pesticide Applicator	2%
• Playground Inspection Certification	1.5%
• Certified Arborist	2.5%

NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM  
OPERATIONS DEPARTMENT

CLASSIFICATIONS  
*Fleet Coordinator/Equipment Mechanic*

<i>Description</i>	<i>Incentive</i>
D.P.H. Water Treatment Facility Operator Grade 1	1%
D.P.H. Water Distribution Operator Grade 1	1%
C.W.E.A. Collection System Maintenance Grade 1	1%
C.W.E.A. Plant Maintenance 1	1%
Specialized Individual Welding Certificate	1%
Basic Welding Certification	1.5%
Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject after 7/1/94. Each course requires prior approval and must be completed on employee's time at employee's expense.	1.5%
CA or NV Commercial Driver's License, Class B (a)	1.5%
CA or NV Commercial Driver's License, Class A (a)	4%
<ul style="list-style-type: none"> <li>• Automotive Service Excellence (ASE) Certification</li> </ul>	1%
<p>a) 1% of incentive is included in Fleet Coordinator/Equipment Mechanic's Base Pay</p>	

NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM  
OPERATIONS DEPARTMENT

CLASSIFICATIONS  
*Maintenance Technician Lead*  
*Maintenance Technician I/II*

<i>Description</i>	<i>Incentive</i>
D.P.H. Water Treatment Facility Operator Grade 2	2.5%
D.P.H. Water Treatment Facility Operator Grade 3	3.5%
D.P.H. Water Distribution Operator Grade 3	1%
C.W.E.A. Collection System Maintenance Grade 1 (a) (b)	1%
C.W.E.A. Collection System Maintenance Grade 2	2.5%
C.W.E.A. Collection System Maintenance Grade 3	3.5%
C.W.E.A. Collection System Maintenance Grade 4	4.5%
C.W.E.A. Plant Maintenance Grade 1	
C.W.E.A. Mechanical Technologist Grade 2	2.5%
C.W.E.A. Mechanical Technologist Grade 3	3.5%
C.W.E.A. Electrical/Instrumentation Grade 2	2.5%
C.W.E.A. Electrical/Instrumentation Grade 3	3.5%
C.W.E.A. Plant Maintenance Grade 4 (c)	4.5%
Specialized Individual Welding Certificate	1%
Welding Certification	1.5%
Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject after 7/1/94. Each course requires prior approval and must be completed on employee's time at employee's expense.	1.5%
CA or NV Commercial Driver's License, Class B	2.5%
CA or NV Commercial Driver's License, Class A	5%
a) Grade 1 shall be granted a 1% incentive bonus only if a written test was required for certification.	
b) Grade 1 Certification incentive shall be limited to Maintenance Technician I	
c) Grade 4 Certification incentive shall be limited to Maintenance Technician Lead.	

NORTH TAHOE PUBLIC UTILITY DISTRICT  
INCENTIVE CERTIFICATION PROGRAM  
RECREATION AND PARKS DEPARTMENT

CLASSIFICATIONS  
*Conference Services Coordinator*  
*Assistant Conference Center Coordinator I/II*

<i>Description</i>	<i>Incentive</i>
A.C.P.W.C. Wedding Consultant Certification	1%
U.C. Davis Certification Program in Public Relations and Marketing	2.5%
U.C. Davis Certification Program in Special Events and Meeting Planning	2.5%
Successful completion of 3 Unit course or approved certification at an accredited college or university in job-related subject after 7/1/94. Each course requires prior approval and must be completed on employee's time at employee's expense.	1.5%

**APPENDIX D**  
**NORTH TAHOE PUBLIC UTILITY DISTRICT**  
**SUBSTANCE ABUSE POLICY**

As with any District policy, NORTH TAHOE PUBLIC UTILITY DISTRICT reserves the right to change, alter, amend, and interpret this policy without notice.

The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The Federal Highway Administration (FFIWA) of the Department of Transportation has enacted 49 CFR Part 382 that mandate urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine and breath specimens. In addition, the Department of Transportation has enacted 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. The policy incorporates those requirements of safety-sensitive employees and others when so noted.

NORTH TAHOE PUBLIC UTILITY DISTRICT recognizes that the use of alcohol and/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 safety-sensitive employees and contractors when they are on District property or when performing any District related business. It applies to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work. 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 safety-sensitive employee is defined as any employee having and using a Class "A" or Class "B" commercial drivers license. 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:

### **Drugs:**

Marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine,

### **Alcohol:**

This 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**

### **Manufacture, Trafficking, Possession, and Use**

Any safety-sensitive employee engagement in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on District premises, in District vehicles or while conducting District business off the premises is absolutely prohibited. Violation will result in removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

### **Impaired/Not Fit for Duty**

Any safety-sensitive employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from safety-sensitive job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to a Substance Abuse Professional (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.

### **Alcohol Use**

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty or while performing safety-sensitive functions. No safety-sensitive employee shall use alcohol within four hours of reporting for duty nor during hours that he/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 Substance Abuse Professional (SAP).

## **Compliance with Testing Requirements**

All safety-sensitive employees are subject to controlled substance testing and breath alcohol testing. Any safety-sensitive 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 Substance Abuse Professional (SAP). Refusal to submit to a test can include an inability 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.

## **Treatment/Rehabilitation Program**

An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:

***Positive Controlled Substance and/or Alcohol Test:*** A Rehabilitation Program is available for safety-sensitive 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 and/or alcohol testing costs will be paid by the safety-sensitive employee. When recommended by the Substance Abuse Professional (SAP), participation and completion of the rehabilitation program is mandatory. Failure of a safety-sensitive employee to attend and/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 Return-To-Duty Agreement. 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.

***Voluntary Admittance:*** All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. Requests must be submitted to an Administrator or his/her designee for review. Program costs and subsequent controlled substance and/or alcohol testing costs will be paid by the safety-sensitive employee. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36 month period will result in termination from employment.

Participants in the rehabilitation program may use accumulated sick leave, vacation and compensatory time, if any.

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

Pursuant to the "Drug Free Workplace Act of 1988" any employee who fails to immediately notify the District of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

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

The District is dedicated to assuring fair and equitable application of this Substance Abuse 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/her subordinates shall be subject to disciplinary action, up to and including termination.

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

Analytical urine controlled substance testing and breath testing for alcohol will be conducted as required under Department of Transportation guidelines. All safety-sensitive employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident, as defined in the Department of Transportation guidelines. In addition, all safety-sensitive employees will be tested prior to returning to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by a Substance Abuse Professional (SAP). Safety-sensitive employees who perform safety-sensitive functions as defined in the Department of Transportation guidelines shall also be subject to testing on randomly selected, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the Department of Health and Human Services (DHJ-IS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines.

The controlled substances that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substance levels present are above the minimum thresholds established in the Department of Transportation guidelines.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from his/her position for at least twenty-four hours unless a retest results in an alcohol concentration less than 0.02. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of Department of Transportation guidelines and this policy.

Any safety-sensitive employee who has a confirmed positive controlled substance or alcohol test will be removed from his/her position, informed of educational and rehabilitation program available, and evaluated by a Substance Abuse Professional (SAP).

The District affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process.

**Employees in safety-sensitive positions may be tested under any of the following circumstances:**

**Pre-Employment Testing**

All applicants for safety-sensitive classifications shall undergo urine controlled substance testing prior to employment. Receipt of a satisfactory test result is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment. Pre-Employment testing requirements will be conducted in compliance with current law.

**Reasonable Suspicion Testing**

All safety-sensitive employees will be subject to urine and/or breath testing when there is a reasons to believe that controlled substances or alcohol 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 substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

- a. Adequate documentation of unsatisfactory work performance or on-the-job behavior.
- b. Physical signs and symptoms consistent with prohibited substance use.
- c. Occurrence of a serious or potentially serious accident that may have been caused by human error.
- d. 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 controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

### **Post-Accident Testing**

Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a District vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or where one or more vehicles incurs disabling damage that requires towing from the site; and the safety-sensitive employee receives a citation under State or local law for a moving traffic violation arising from the accident.

Following an accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and subject to termination. Post-accident testing of safety-sensitive employees will include not only the operation personnel, but any other covered employees whose performance could have contributed to the accident.

### **Random Testing**

Employees working in safety-sensitive classifications will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before departure, or during duty, or just after the safety-sensitive employee has ceased performing his/her duty.

### **Return-to-Duty Testing**

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

### **Employee Requested Testing**

Any safety-sensitive 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 DHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All tests for such testing are to be paid by the employee unless the second test invalidates 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 safety-sensitive employee's request for a retest must be made to the

MRO within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

## **G. EMPLOYEE ASSESSMENT**

Any safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). A SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinically experienced in the diagnosis and treatment of alcohol 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 safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty 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 years, as determined by the SAP. The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is borne by the safety-sensitive employee and is on a one time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. Employees may use accumulated sick leave, vacation and floating holidays, if any, to participate in the prescribed rehabilitation program.

## **H. CONTACT PERSON**

Any questions regarding this policy should contact the following Human Resources representative:

Name: Sandra Conroy  
Address: Post Office Box 139, Tahoe Vista, CA 96148  
Telephone: (530) 546-4212

## **I. DEFINITIONS**

**ACCIDENT** - means an unintended happening or mishap where there is loss of human life (regardless of fault), bodily injury or significant property damage.

**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).

**BREATH ALCOHOL 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. EBT 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 (CGIMS) 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 are those that are equal to or greater than:**

Alcohol	0.02	grams
Marijuana Metabolites	50	ng/ml
Cocaine Metabolites	300	ng/ml
Phencyclidine (PCP)	25	ng/ml
Opiates Metabolites (1)	2000	ng/ml
Amphetamines	1000	ng/ml

1.25 ng/ml if immunoassay

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 are those that are equal to or greater than:**

Alcohol	0.04	grams
Marijuana Metabolites (THC) (1)	15	ng/ml
Cocaine Metabolites	150	ng/ml
Phencyclidine (PCP)	25	ng/ml
Opiates Metabolites	2000	ng/ml
Morphine	2000	ng/ml
Codeine	2000	ng/ml
6-Acetylmorphine (3)	10	ng/ml
Amphetamines	1000	ng/ml
Amphetamine	500	ng/ml
Methamphetamine (3)	500	ng/ml

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

**COVERED EMPLOYEE** - means a person including a volunteer, applicant, or transferee, who performs a safety-sensitive function for the District.

**DEPARTMENT OF TRANSPORTATION GUIDELINES** - means the controlled substance and alcohol testing rules (49 CFR Part 199 (RSPA - Pipeline), Part 219 (FRA. Railroad), Part 382 (FHWA - 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.

**DISTRICT** - means NORTH TAHOE PUBLIC UTILITY DISTRICT.

**DISTRICT TIME** - means any period of time in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

**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.

**DRUG (CONTROLLED SUBSTANCE) METABOLITE** - means the specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

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

**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.

**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.

**POST-ACCIDENT ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING** - conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See Accident.

**PRE-EMPLOYMENT CONTROLLED SUBSTANCE TESTING** - conducted before applicants are hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time. Also required when employees transfer to a safety sensitive-position.

**PROHIBITED DRUGS (CONTROLLED SUBSTANCES)** - means Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

**PROHIBITED SUBSTANCES** - means and is synonymous to drug abuse and/or alcohol misuse or abuse.

**RANDOM ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING** - conducted on a random unannounced basis just before, during or just after performance of safety sensitive functions.

**REASONABLE SUSPICION ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING** - conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol misuse or controlled substance abuse.

**REFUSE TO SUBMIT (TO AN ALCOHOL AND/OR CONTROLLED SUBSTANCE TEST)** - means that a safety-sensitive 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 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty upon the SAP recommendation.

**RETURN-TO-DUTY 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.

**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.

**SCREENING (INITIAL) TEST** - In alcohol testing, it means an analytical procedure to determine whether a safety-sensitive employee may have a prohibited concentration of alcohol in their system. In controlled substance testing, it means an immunoassay screen to eliminate negative urine specimens from further consideration.

**SUBSTANCE ABUSE PROFESSIONAL (SAP)** - means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker (with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders, the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse

Counselors Certification Commission (NAADAC) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**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, truck, van, automobile, rail car, trolley car, trolley bus, or vessel used for operations of the District.

## **J. PROCEDURES - REASONABLE SUSPICION TESTING**

1. A safety-sensitive employee who may possibly be under the influence of alcohol and/or controlled substances is observed by a supervisor.  
Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against District policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee. However, the supervisor must witness first hand the safety-sensitive employee's signs and symptoms.
2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-

sensitive 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 safety-sensitive employee in question must show proof of identification, such as a photo driver's license or state-issued photo identification card.

Whenever practical, an Administrator should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the safety-sensitive 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 safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
5. The District will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collection site.
6. The safety-sensitive employee whose test results are negative (less than 0.02 alcohol concentration) will be reinstated. The safety-sensitive 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 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
7. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

## **K. PROCEDURES - RANDOM TESTING**

1. The compliance company notifies the supervisor to send the safety-sensitive employee to the collection site for alcohol and/or controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive 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 safety-sensitive 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 safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose test results are negative (less than 0.02 alcohol concentration) will be reinstated. The safety-sensitive 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 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
5. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

## **L. PROCEDURES - POST ACCIDENT**

1. The safety-sensitive 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 a citation was issued or a fatality occurred. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive 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 safety-sensitive 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 safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. An Administrator will be notified that an accident has occurred and that the safety-sensitive employee was instructed to go to the collection site.
5. The safety-sensitive employee whose test results are negative (less than 0.02 alcohol concentration) will be reinstated. The safety-sensitive 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 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
6. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

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

1. The compliance company notifies the District to send the safety-sensitive employee to the collection site for alcohol and controlled substance testing.

2. The supervisor notifies the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive 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 safety-sensitive 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 safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

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

1. At the time a specimen is collected, the safety-sensitive 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 safety-sensitive 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 safety-sensitive 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 safety-sensitive employee's presence and the safety-sensitive 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.

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

1. A safety-sensitive 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.

#### **P. PROCEDURES - ALCOHOL CONCENTRATION**

1. The safety-sensitive 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 20 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.

As with any policy, the District reserves the right to change, alter, amend, and interpret this policy with or without prior notification.

## **APPENDIX E HEALTH AND WELFARE**

The Employer agrees to contribute into the Stationary Engineers Local 39 Health and Welfare Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment as the Trustees of said Trust Fund may determine, the below listed amounts, per month, for each eligible employee as defined by this Agreement, for the purpose of providing such employee and his/her dependents with hospitalization, prescription drug, medical, vision, and dental benefits as are now in effect, or as may hereafter be specified by the Trustees of said Trust Fund. The Employer further agrees to accept, assume and be bound by all of the obligations imposed upon Individual Employers by that certain Trust Agreement referred to for convenience as the "Stationary Engineers Local 39 Health and Welfare Trust Agreement" as said Trust Agreement may now exist or may hereafter be amended (a copy of which has been delivered to the Employer and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments, modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto. Effective January 1, 2008, the monthly contribution shall be the amount of one thousand two dollars and no cents (\$1,187.81).

The above contributions shall be made on or before the tenth (10th) day of each month, for each employee employed for a period of not less than eighty (80) hours during the preceding calendar month.

The undersigned further agrees that he or it does irrevocably designate and appoint the Employers mentioned in said Health and Welfare Trust as his or its attorneys-in-fact for the selection, removal and substitution of trustees, as provided for in said Trust Agreements and as may be hereinafter provided by or pursuant to said Trust Agreements.

In the event that the Trustees of the Stationary Engineers Local 39 Health & Welfare Trust determine that the current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.

In the event the individual Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual Employer shall pay, in addition to the amounts due as contributions, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the individual Employer is bound.

In the event of accident, illness, or layoff of any employee with ninety (90) days or more of employment, the Employer will continue the monthly payments for the employee and his dependents for a period not to exceed six (6) months.

**APPENDIX F  
NORTH TAHOE PUBLIC UTILITY DISTRICT  
DRUG AND ALCOHOL POLICY FOR  
NON-SAFETY SENSITIVE EMPLOYEES**

**1. PURPOSE.**

To clearly define Employer Policy on drug and alcohol abuse, drug testing, and related matters.

**2. POLICY.**

The Employer and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.

The Employer and the Union recognize that drug and alcohol abuse are treatable illnesses, and the preferable and proper response to these illnesses is education, treatment and rehabilitation, rather than punishment. It is therefore the Employer's policy to initially attempt rehabilitation rather than terminate the employment of workers who are drug or alcohol abusers. No bargaining unit member shall be discharged for drug or alcohol use, or being under the influence of drugs or alcohol on the job, without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed.

**3. APPLICATION.**

This policy applies to all employees of and all applicants for positions with the Employer. This policy applies to alcohol and to all controlled or illegal drugs, which could impair an employee's ability to perform the functions of the job effectively and safely.

**4. POLICY RULES.**

A. An employee shall not work under the influence of any drug or alcohol which impairs his/her ability to safely and efficiently perform the required duties of the position.

B. An employee shall not purchase, possess, use, sell, or furnish alcoholic beverages during the course or performance of his/her assigned duties. Under no circumstances shall an employee report to the work site under the influence of an alcoholic beverage.

C. An employee shall not purchase, possess, use, sell, furnish, or be under the

influence of any drug during the course or performance of his/her assigned duties.

D. An employee shall not purchase, possess, use, be under the influence of, sell, or furnish any prescription drug during assigned work hours, or while on duty or while using Employer equipment unless the prescription was issued by authorized medical personnel and the employee follows the prescription instructions;

E. An employee shall within five (5) days report to the appointing authority any criminal conviction for drug-related activity in the work place.

## **5. TERMS/DEFINITIONS.**

A. Drugs - For the purpose of this policy, drugs shall be Amphetamine Group, Cocaine, Opiates, Phencyclidine and Marijuana.

B. Prescription Drug - A drug lawfully available for retail purchase only with a prescription.

C. Reasonable Cause - Reasonable cause shall exist only when two supervisors, who are trained in detection of drug use, can substantiate in writing specific behavioral, performance or contemporaneous physical indicators of being under the influence of drugs or alcohol on the job. The objective indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side of effects of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.). Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable cause must be documented by the use of an Incident Report Form (see Form A attached).

The following may constitute reasonable cause to believe that an employee is under the influence of drugs or alcohol:

- 1) Incoherent, slurred speech;
- 2) Odor of alcohol on the breath;
- 3) Staggering gait, disorientation, or loss of balance;
- 4) Red and watery eyes, if not explained by environmental causes;
- 5) Paranoid or bizarre behavior;
- 6) Unexplained drowsiness.

D. Post-Accident Testing. Employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a

District vehicle that results in a fatality. This includes all employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or where one or more vehicles incurs disabling damage that requires towing from the site; and the employee receives, a citation under State or local law for a moving traffic violation arising from the accident. Following an accident the employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and will be subject to termination. Post-accident testing of employees will include any other covered employees whose performance could have contributed to the accident.

## **6. PRIOR NOTICE OF TESTING POLICY.**

The Employer shall provide written notice of its Drug and Alcohol Policy to all employees and job applicants. The Employer shall provide each employee with a copy of the Drug and Alcohol Policy, together with a full explanation as to its meaning and consequences.

## **7. IDENTIFICATION AND CONSENT PROCEDURES.**

A. An employee may be required to submit to urine drug or alcohol testing by a physician or laboratory only if management has reasonable cause that the employee is under the influence of drugs or alcohol in violation of this policy. The Employer may order urine testing only.

B. If a supervisor makes observations of an employee which the supervisor believes may constitute reasonable cause for drug or alcohol testing, the supervisor shall immediately inform the employee of the suspicions, and inform the employee that he/she may have a Union representative present. If the employee wishes not to have a Union representative, then that desire should be put in writing, and signed off by the employee, on the Incident Report Form.

C. If the two trained supervisors believe that there is reasonable cause for a drug or alcohol urine test, then the Incident Report Form shall be filled out, including a statement of the specific objective facts constituting reasonable cause for the test, and the names of the persons making those observations.

D. A completed copy of this Incident Report Form shall be given to the bargaining unit employee before he/she is required to be tested, and one copy

made available to the Union representative, if present. After being given a copy of the Incident Report Form, the bargaining unit employee shall be allowed enough time to read the entire document, and to understand the reasons for the test.

E. The employee will be offered an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. The Union representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is requested.

If the supervisor, after observing the employee, concludes that there is in fact reasonable cause to believe that the employee is under the influence of drugs or alcohol, then, by a written order signed by the supervisor, the employee may be ordered to submit to a urine drug test. The employee shall be informed that refusal to submit to testing may constitute a presumption of intoxication. This presumption will be raised if the Employer had reasonable cause to require a urine drug test in the first place.

F. Prior to the actual drug testing, the employee will be examined by a medical doctor at the designated hospital, laboratory or clinic. This examination will be conducted to determine if the supervisors' observations are caused by a reason other being under the influence of drugs and/or alcohol. If the opinion of the medical doctor is that the supervisors' observations are for a reason other than possible influence of drugs and/or alcohol, no test will be given, and the employee will be returned to the work place without loss of pay. If the medical doctor releases the employee to return to work, such release must be in writing. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered; the test results shall be destroyed. and no discipline shall be imposed against the bargaining unit employee.

G. Before a drug and alcohol test is administered, employees and job applicants will be asked to sign a consent form authorizing the clinic or laboratory to obtain a urine specimen. On a separate form, the employee will be asked to release the results of the testing to the General Manager and to Human Resources Representative. The consent form shall provide space for employees and applicants to indicate current or recent use of prescription or over-the-counter medication.

H. Unless there is an objective reason to believe that the employee has previously altered a sample, or unless the employee agrees in writing, individuals shall be allowed to provide the required specimen in the privacy of a stall or otherwise partitioned area.

I. A job applicant who refuses to consent to a drug or alcohol test will be denied employment for a period of three months.

J. An employee who refuses to consent to a drug or alcohol test shall not be subject to disciplinary action for that refusal. However, the fact of the refusal shall constitute a rebuttable presumption that the employee was under the influence of drugs and or alcohol at the time of the order to submit to the urine test.

## **8. DRUG TESTING PROCEDURES.**

A. The testing shall be done by a laboratory licensed and certified by the California Department of Health Services, Laboratory Field Services, as a medical and forensic laboratory which complies with the Scientific and Technical Guideline for Federal Drug Testing Programs and the standards for certification of laboratories engaged in urine drug testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the United States Department of Health and Human Services, and which is chosen jointly by the Union and the Employer. The parties also retain the right to audit and inspect the laboratory to determine conformity with the standards described in this policy.

B. At the time the urine specimens are collected, three separate samples shall be placed in separate containers. All samples must be immediately sealed in the presence of an Employer and Union witness, if present, with evidence tape, and the tape signed by the employee and both witnesses. Two samples, each in a separate container, shall be sent to the laboratory to be tested at the Employer's expense. In order to be considered positive, both samples shall be tested separately in separate batches and show positive results on the GC-MS confirmatory test. The third sample or specimen shall be collected in a separate container, and shall be kept refrigerated at the site where the sample is given. This third sample shall be made available to the employee for testing by a laboratory selected by the employee at the employee's expense, provided that the laboratory chosen by the employee must be licensed by the California Department of Health Services, Laboratory Field Services. The cost of testing the third sample shall be borne by the employee or applicant.

C. The specific required procedure is as follows:

1. Urine shall be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container which shall remain in full view of the employee until transferred to, sealed and initialed in separate tamper-resistant urine bottles.

2. Immediately after the specimen is collected, the urine bottle shall, in the presence of the employee, be labeled and then initialed by the employee and witnesses. If the sample must be collected at a site other than the

drug and/or alcohol-testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. The same procedure shall be followed for a blood test.

3. A chain of possession form shall be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimen.

D. The initial test of the urine specimen shall utilize immunoassay techniques. The following standards shall be used to determine what levels of detected substances shall be considered as positive:

**SUBSTANCE SCREENING TEST CONFIRMATION**

<u>Drug Class</u>	<u>Initial Test</u>	<u>GC/MS Confirmatory</u>
AMPHETAMINES	1000 ng/ml	
AMPHETEMINES (AMP)		500 ng/ml
METHAMPHETEMINE		500 ng/ml
COCAINE METABOLITES (COC)	300 ng/ml	150 ng/ml
OPIATES (OP12K)	2000 ng/ml	
MORPHINE		2000 ng/ml
CODEINE		2000 ng/ml
6-ACETYLMORPHINE		10 ng/ml
PHENCYCLIDINE (PCP)	25 ng/ml	25 ng/ml
MARIJUANA METABOLITES	50 ng/ml	15 ng/ml
ETHYL ALCOHOL	0.05 g/dl	0.05 g/dl

D. All specimens identified as positive in the initial screen shall be confirmed utilizing gas chromatograph/y mass spectrometry (GC/MS) technique which identifies at least ten (10) ions. All information shall be by quantitative analysis.

E. If the testing procedures confirm a positive result, as described above, the employee or applicant shall be notified of the results in writing by the General Manager or Human Resources, including the specific quantities. If requested,

the Employer will also provide the names of all persons who were involved in the testing procedure and the preparation of the laboratory reports and forensic expert opinions. Employer will also provide, if requested, copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures; and all real evidence, including the specimen collection kit.

F. All specimen confirmed positive shall be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.

G. All information from an employee's or applicant's drug and alcohol test is confidential for purposes other than determining whether the Employer policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed.

H. Every effort will be made to insure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

I. There will be one person in the human resources department who will be designated to receive testing results. He/she will notify other managers of the District strictly on a need-to know basis.

J. No laboratory or medical reports or test results shall appear in an employee's personnel folder. Information of this nature will be included in the medical file. The personnel folder will contain a marker to show that this information is contained elsewhere. All necessary measures shall be taken to keep the fact and the results of the test confidential.

## **9. CONSEQUENCES FOR VIOLATING THE RULES AND PROVISIONS OF THIS POLICY.**

A. Applicants: Job applicants will be denied employment with the Employer if their initial positive test results have been confirmed. Applicants will be informed in writing if they are rejected on the basis of a confirmed positive drug test result. The period of employment exclusion will last for three (3) months, and any applicant is free to reapply after that time.

B. Employees: If the results of the urine test administered by the Employer on the two samples shows that the employee was under the influence of drugs or alcohol while on duty, the appropriate disciplinary action may be imposed by the

Employer after the following procedure has been followed:

- 1) The employee and the Union shall be presented with a copy of the laboratory report of both specimens before any discipline is imposed. The Union and the employee shall then have five (5) days to present the Employer any different results from the test of the third sample, conducted by a laboratory selected by the employee (The failure of the Union or employee to have the third test performed or to present the results to the Employer shall not be used against the employee in any arbitration proceeding.)
- 2) After considering the results of the third test performed by the employee, if presented, the Employer may discipline the employee provided that any discipline imposed for the first offense in any 24 month period and any grievance filed in response thereto shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the Employer, and the employee, the cost of which shall be borne by the employee except as provided by the Employer's group health insurance as any other illness.
- 3) If the employee successfully completes such a program and is not disciplined for substance abuse for 24 months following the initial charge, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.
- 4) If an employee's positive test result has been confirmed, the employee is subject to disciplinary action under the terms described above, up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the employee's work, length of employment, current job performance, the specific results of the test, and the history of past disciplinary actions.

#### **10. EMPLOYEE TRAINING.**

The Employer will establish a Drug Free Awareness Program which will inform employees about: (1) the dangers of alcohol and drug abuse in the work place; (2) the Employer's policy of drug and alcohol abuse; (3) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (4) the sanctions the Employer will impose for violations its Drug and Alcohol Abuse Policy.

#### **11. SUPERVISOR TRAINING.**

The Employer shall provide training to assist supervisors in identifying factors which constitute reasonable cause for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the drug policy.

## **12. EMPLOYEE ASSISTANCE PROGRAM.**

A) An employee who engages in drug/alcohol abuse is encouraged to participate in the Employee Assistance Program. Employees who seek voluntary assistance for alcohol and or substance abuse may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Such participation shall not relieve an employee of the obligation to follow the Employer Policy regarding drug/alcohol use, possession, or being under the influence on the job. An Employee Assistance Program Counselor shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

B) Employees shall be given the best available treatment through established benefit plans and health insurance coverage. Options that have proved of value include:

1) Where there is no evidence of dependency, 20 to 40 hours of instruction in the biologic effects of alcohol and drugs, symptoms of chemical dependency, and the methods of treatment for chemical dependency;

2) Where an individual has developed a pattern of dependence on drugs or alcohol, but has the ability to discontinue use for a period of time, an outpatient program which is usually of 4 to 6 weeks duration, and which adds group and individual counseling in support to the educational program noted above. Such programs are effective, less expensive than residential programs, and are normally adequate in early chemical dependence;

3) Where an individual cannot discontinue use long enough to make progress in outpatient treatment, or has returned to drug or alcohol use following outpatient treatment, inpatient treatment of 3 to 6 weeks in length and continuing care following discharge for 6 to 12 weeks providing individualized and intensive medical, psychological and environmental care not possible in the outpatient setting may be required.

C) An employee who self admits and needs inpatient care may request a leave of absence of up to 60 days, subject to extension by mutual agreement, without pay (except that employees may use their sick leave, vacation and

CTO balances) and without loss of any seniority, for the purpose of personal rehabilitation. The employer will make every effort to accommodate this request.

- D) Employees who previously failed a controlled substance or alcohol test and who took a leave of absence to participate in an in-patient program that required them to be off work for a minimum of 30 days must submit to a return to duty test and test negative prior to returning to duty at the District.

### **13. GRIEVANCE PROCEDURE.**

All disputes concerning the interpretation or application of this drug and alcohol abuse and drug testing policy will be subject to the grievance and arbitration procedure of the collective bargaining agreement.

# INCIDENT REPORT FORM "A"

Employee/s involved \_\_\_\_\_ Date of Incident \_\_\_\_\_

\_\_\_\_\_ Time of incident \_\_\_\_\_

Location of incident \_\_\_\_\_

Employee's Job Position/Assignment \_\_\_\_\_

Has employee been notified of his/her right to Union representation? \_\_\_\_\_

Time \_\_\_\_\_ Employee's initials \_\_\_\_\_

Witness to incident: \_\_\_\_\_

What Was Observed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

What is Employee's Explanation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Action Recommended: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Action taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signatures:

Name & Title of Employer Representative: \_\_\_\_\_

Name & Job Classification of Employee: \_\_\_\_\_

Name & Title of Union Representative: \_\_\_\_\_

Date/Time/Action taken: \_\_\_\_\_

**CONSENT FOR URINE TEST FOR DRUGS AND/OR ALCOHOL**

I, (name) \_\_\_\_\_ understand that my Employer has adopted a Drug and Alcohol Policy which allows for urine drug and or alcohol testing for reasonable cause. I have been requested to give a urine specimen which will be tested for the presence of Cocaine, Opiates, Phencyclidine, Marijuana, the Amphetamine Group and Ethyl Alcohol.

I may refuse to provide a urine sample, but disciplinary action by the District, up to and including discharge may result if a sample is not provided.

All charges for this urine test for drugs and/or alcohol will be paid for by the District, and not me.

I am presently taking the following medicines or prescription drugs:

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I have read, understand and agree to the above.

Date \_\_\_\_\_

Time: \_\_\_\_\_

Employee: \_\_\_\_\_

Employee Witness: \_\_\_\_\_

## Exhibit A

### Catastrophic Leave Donation Program

#### **Policy:**

The North Tahoe Public Utility District (District) shall facilitate the administration of a voluntary Catastrophic Leave program which allows for employees to donate personal leave time to other District employees who have exhausted their available leave balances due to a prolonged non-industrial catastrophic illness or injury.

#### **Purpose:**

To establish policy and procedure for administration of a voluntary Catastrophic Leave program for employees of the District. The purpose of such Catastrophic Leave is to extend paid leave time status for qualified employees who are incapacitated and unable to work due to a *prolonged non-industrial catastrophic illness or injury*. Catastrophic Leave is not designed to provide coverage for those illnesses or injuries that would normally be covered by an individual employee's sick leave accruals.

#### **Scope:**

The policy and procedures detailed herein shall be applicable to all benefit qualified employees of the District.

A benefit qualified employee is eligible to request and receive catastrophic leave donations from other District employees if the employee has a catastrophic medical condition which will require the employee to be absent from work for an estimated duration of at least thirty [30] consecutive calendar days. An employee shall be eligible to receive leave donations provided he/she has exhausted all accrued sick leave, vacation, holiday and compensatory time off and management leave time.

#### **Procedure:**

A benefit qualified employee shall be eligible to participate in the District Catastrophic Leave Program in accordance with the following provisions:

1. An employee who is exempt or whose bargaining unit Memorandum of Understanding (MOU) provides for such donation or receipt, may donate usable vacation, holiday, or management leave hours. Neither compensatory time off nor sick leave hours may not be donated under this provision. Participation in this program shall be voluntary and all donations are irrevocable. Donated time not used shall be returned to the donor in accordance with the language contained in Section 7.
2. All donations shall be made and accepted in writing using forms developed and maintained by the General Manager's Office. The form submitted by the employee requesting catastrophic leave time shall be made available for review by other employees so as they can evaluate whether they choose to donate time to the requesting employee.

3. The donation of time in any category must be in a minimum of four (4) hours of usable time.
4. Donations shall be treated on an hour-for-hour basis, regardless of the pay rates of the donor and recipient.
5. Hours to be donated shall be kept in a pledge status until used. As needed, pledge hours shall be debited from the donor's appropriate leave balance and credited to the recipient's payroll account as catastrophic leave . Once credited, the donation becomes irrevocable. A donor terminating for any reason shall be paid in accordance with the provisions of their applicable MOU for pledged but unused leave time. Hours pledged, but not yet processed, shall be returned to the donor if there is no longer a need by the recipient employee for catastrophic leave time consideration.
6. To be eligible to use donations, an employee must:
  - (a) be incapacitated and unable to work due to a prolonged non-industrial illness or injury which is estimated to last for at least thirty (30) consecutive calendar days;
  - (b) have exhausted all available leave balances, including sick leave;
  - (c) request either a leave of absence or placement on Family and Medical Leave Act (FMLA) status.
  - (d) not have filed a workers' compensation claim against the District as a result of the injury or illness. In these cases, the Workers' Compensation Appeals Board is the proper place for determination of the claim. If such a claim is later determined by either the applicant or Workers' Compensation Appeals Board not to be of an industrial claim, then the employee is eligible to participate in the Catastrophic Leave program.
7. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following events occurs:
  - (1) all leave balances, including both donated and accrued leave, are exhausted;or
  - (2) the employee returns to work at his/her normal work schedule or light duty assignments if available and approved by the General Manager; or
  - (3) the employee's employment terminates.

8. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours earned by the employee. When all donated time has been exhausted, the employee's pay status shall be considered as a leave of absence without pay. The District will allow a one (1) payroll cycle grace period after an employee has exhausted all available catastrophic leave time to allow for receipt and processing of additional donations of time before the District places the employee on an date specific leave of absence without pay or separates the employee from payroll. It is understood that if there are no Catastrophic Leave donations available, the District has no basis for continuing payment to the employee.
9. Use of catastrophic leave time shall count toward the application of District service and benefits in the same manner as when the employee is on paid sick leave.
10. Catastrophic leave time shall be subject to the recipient's normal payroll deductions.
11. Catastrophic Leave time shall have no cash value to the recipient upon separation from employment with the District.

**Definitions:**

For the interpretation of this policy, the following words and terms shall be construed as stated:

Catastrophic - A medically certified condition in which the employee is incapacitated and unable to work due to a prolonged non-industrial illness or injury which is estimated to last for at least thirty (30) calendar days.

Pledged Hours - Vacation, holiday, and/or management leave hours which one employee agrees to give to another employee to use for a catastrophic leave situation.

Donated Hours - Pledged vacation, holiday, and/or management leave hours which have been used by the recipient.

Usable Hours - Vacation, holiday, and/or management leave hours which have been credited to an eligible employee's sick leave balance are available for use.

Benefit Qualified Employee - any employee who is eligible to earn vacation, holiday, management leave, and/or sick leave.

## **Application Process:**

1. Eligible employees (or family member or other appropriate individual in the event of incapacitation) shall submit to the General Manager a written request for donations accompanied by a medical statement from the employee's attending physician; the attending physician's statement must verify the employee's need for an extended medical leave and must include a brief statement as to the nature of the illness or injury and the estimated length of time the employee will be unable to work.
2. The request shall be submitted to the General Manager's Office for approval by Human Resources. Upon approval, the General Manager's Office shall send to the employee's bargaining unit a notice of the employee's need for donations. In addition, the General Manager's Office shall post and distribute notices in the employee's lounge and/or areas accessible to employees. It is not the responsibility of the General Manager's Office to solicit donations of time.
3. Pledges for donated hours will be made by the donating employee on a form developed and maintained by the District. Pledge forms shall be submitted to the General Manager's Office and then forwarded to the Finance Department for processing. The General Manager's Office – Human Resources shall confirm that the employee is qualified to receive donation pledges and authorize the Payroll Office to change the recipient's status from leave of absence to active status while donated hours are utilized.
4. All donated hours will be kept in a pledge status until the hours are used by the recipient. Donated hours shall be used in the order received.

## **Employee Participation Guidelines**

Employees who voluntarily choose to donate time to a person who has requested catastrophic leave time consideration are requested to consider the following guidelines:

- A) Donate time in smaller quantities on a more frequent basis rather than in one large block. Remember, time will be processed in order of submission.
- B) Be compassionate towards your fellow employees, but consider your personal needs as well. Employee's are strongly encouraged to take a minimum of two (2) weeks vacation time per year so as to get away from the daily work grind. Please ensure you leave yourself adequate time in your balances to meet your personal time off needs.
- C) Recognize that not all catastrophic leave situations will result in happy endings. Some employees may not feel their gift was appreciated by another employee. Remember, your decision to give is irrevocable. Make your decision wisely.

## **Extension of Probationary Period**

In accordance with the provisions of the appropriate bargaining unit MOU, a probationary employee's probationary period shall be extended by the length of the leave of absence taken, including paid catastrophic leave periods.

## **Exhibit B**

### **Safe Vehicle Operation Policy**

All employees are expected to maintain a clean driving record. If an employee receives either a moving violation or is involved in a collision, at the time of citation they are to immediately report this to their Supervisor or Human Resources.

#### **MOTOR VEHICLE DRIVING RECORD**

California Department of Motor Vehicle Negligent Operator Point Count is as follows, as referenced in Section 1.29(1)m.

**NEGLIGENT OPERATOR POINT COUNT LEVEL, EFFECTIVE 1/1/89 (DMV)**

Driver Regardless of Class of license is defined as a negligent operator when there are:

- 4 points in 12 months
- 6 points in 24 months
- 8 points in 36 months

A driver of a class 1/A or 2/B vehicle may be granted a higher point count of 6, 8, or 10 after the DMV has taken an action based on point count. However, the higher point count may be granted only if the driver appears for a hearing.

#### **HIGH RISK DRIVER**

Drivers can be classified as "High Risk Drivers" if their Motor Vehicle Record (MVR) review indicates, or it is otherwise determined that the driver has one or more of the following violations, or if the insurance company declines coverage for the driver for any reason.

1. Conviction for an alcohol and/or drug related driving offense.
2. Refusal to submit to a Blood Alcohol Content (BAC) test or Drug Test.
3. Conviction for Reckless Driving.
4. Any combination of three or more moving violations, Preventable Collisions, or "At Fault" Accidents over a three-year period (or other appropriate time period agreed upon by management).
5. Suspension, revocation, or administrative restriction of driver's license over three-year period.
6. Leaving the scene of an accident as defined by state laws.
7. At fault in a fatal accident.
8. Felony committed/convicted involving a vehicle.
9. Three or more "Company Vehicle" physical damage claims in a twelve-month period.

## Management Controls for High Risk Drivers

The "High Risk Driver" should not be authorized to drive a District owned motor vehicle at any time, or should not be considered to drive their personal vehicle on company business and may be subject to disciplinary action up to and including termination of employment.

### **IN ADDITION UNCLASSIFIED, CLASSIFIED, OFFICER, AND PART-TIME REGULAR EMPLOYEES WILL BE SUBJECT TO THE FOLLOWING:**

#### **SAFE VEHICLE OPERATION BONUS**

For every six (6) month period (January 1 to June 30; and July 1 to December 31) that an OFFICER, UNCLASSIFIED, CLASSIFIED or PART TIME REGULAR EMPLOYEE has no at-fault accidents, or violations on their driving record, said EMPLOYEE will be awarded four (4) hours of vacation, with said benefit being prorated in the case of a PART TIME REGULAR EMPLOYEE. Minor violations, non-moving violations, violations with extenuating circumstances, and violations not resulting in the award of points, will not be considered at the discretion of the GENERAL MANAGER/CEO.

Employees must be employed during the full six-month period in order to be eligible to participate in the Safe Vehicle Operation Bonus.

#### **PERFORMANCE REVIEW:**

- K. Driving Record Review. EMPLOYEE'S driving records must be improving, or clean for consideration for salary increases and/or promotion, subject to the following:
  - 1. EMPLOYEES convicted of a moving violation in a District vehicle or on District business during the performance review period will be eligible for consideration of no more than one (1) step salary increase and for promotion. Attending and completing an approved driving school as directed and authorized by the court will allow consideration as if no conviction occurred. Moving violations include violations involving a moving vehicle for which points are charged per the California Vehicle Code.
  - 2. EMPLOYEES convicted of two moving violations or convicted of driving under the influence in a District vehicle or on District business during the preceding twelve month review period, will not be eligible for consideration of a salary increase and/or promotion.

3. EMPLOYEES not awarded the full increase for which he or she is eligible, and/or promotion, will be eligible for reconsideration in six (6) months if performance merits, and no additional convictions have occurred. If an EMPLOYEE receives a reevaluation for a single step increase, the EMPLOYEE shall be eligible for consideration of an increase if the EMPLOYEE'S evaluation has a total score of 18 or less. EMPLOYEES receiving no step increase on their anniversary date will be eligible for consideration of the full increase for which he or she is eligible and/or promotion after six (6) months, if they have no convictions in the last twelve (12) months. Otherwise, they will be eligible for consideration of a one (1) step increase and not eligible for promotion.

The provisions of the above Section (driving record) shall be subject to the grievance procedure.