

AGENDA
REGULAR MEETING
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
6425 MAIN STREET, GEORGETOWN, CALIFORNIA 95634

Special Notation:

***Director Dane Wadle will participate in this meeting from a satellite location via telephone.
The Public may participate in all Open Session portions of this meeting from this location.***

The specifics of his location, while participating in this meeting, are as follows:

221 Fairway Drive, Tahoe City, California 96145

TUESDAY, AUGUST 14, 2018
1:30 P.M.

MISSION STATEMENT

It is the purpose of the Georgetown Divide Public Utility District to:

- Provide reliable water supplies
 - Ensure high quality drinking water
 - Promote stewardship to protect community resources, public health, and quality of life
 - Provide excellent and responsive customer services through dedicated and valued staff
 - Ensure fiscal responsibility and accountability are observed by balancing immediate and long-term needs.
-

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

2. ADOPTION OF AGENDA

- 3. PUBLIC FORUM** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Public members desiring to provide comments, must be recognized by the Board President, and speak from the podium. Comments must be directed only to the Board. The public should address the Board members during the public meetings as President, Vice President, or Director, followed by the Board member's individual last name. The Board will hear communications on matters not on the agenda, but no action will be taken. No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the President, of that person's privilege of address.

4. ADJOURN TO CLOSED SESSION

A. Conference with Labor Negotiators Pursuant to Government Code Section 54954.9(f) and Government Code 54957.6:

District Representatives – General Manager Steven Palmer; District General Counsel.
Employee Organization – International Union of Operating Engineers Stationary Engineers, Local No. 39.

5. RETURN TO OPEN SESSION – REPORT ON ACTION TAKEN IN CLOSED SESSION

6. PROCLAMATIONS AND PRESENTATIONS

A. Proclamations

1. Congratulating John Simons on his retirement
2. Congratulating Warren Elliott on his retirement

B. Water Bond Informational Presentation – John Kingsbury, Mountain Counties Water Resources Association

Possible Board Action: Receive and file.

7. CONSENT CALENDAR

A. Approval of Minutes

1. Regular Meeting of July 10, 2018

B. Financial Reports

1. Statement of Cash Balances
2. Month-End Cash Disbursements Report

C. Authorize GM to Execute a Personal Services Agreement with Hansford Economic Consulting in the Amount of \$24,000 for Wastewater Fee Evaluation

Possible Board Action: Adopt Resolution 2018-38.

D. Notice of Completion – Walton Tank #2 Recoating

Possible Board Action: Adopt Resolution 2018-39.

E. Approve Job Descriptions – Field Superintendent and HR Specialist Positions

Possible Board Action: Adopt Resolutions 2018-40 and 2018-41.

8. INFORMATIONAL ITEMS

A. President's Report

B. Board Reports

C. General Manager's Report

D. Operation Manager's Report

E. ALT Treatment Plant Update

F. Finance Committee Report

9. NEW BUSINESS

A. Irrigation Ordinance Update Outreach Plan

Possible Board Action: Approve by Motion Action.

B. Status of Annual Audit

Possible Board Action: Receive and File.

C. Review District's Conflict of Interest Code

Possible Board Action: Adopt Resolution 2018-42.

D. Update on District's Low-Income Rate Assistance Program

Possible Board Action: Receive and File.

E. Approve Memorandum of Understanding with International Union of Operating Engineers Stationary Engineers Local No. 39

Possible Board Action: Adopt Resolution 2018-43.

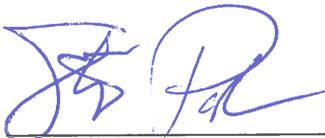
10. PUBLIC HEARINGS

A. Second Reading of Ordinance 2018-01 Approving Annual Tax Liens

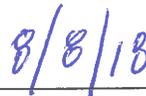
Possible Board Action: Hold Public Hearing and Adopt Ordinance 2018-01.

- 11. BOARD MEMBER COMMENTS, REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF** – Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District-related meeting attendance.
- 12. NEXT MEETING DATE AND ADJOURNMENT** – Next Regular Meeting is September 11, 2018, at 2:00 P.M. at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, California 95634.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on August 9, 2018.



Steven Palmer, PE, General Manager



Date

PROCLAMATION

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
COMMENDING JOHN SIMONS
FOR 30 YEARS OF SERVICE TO THE DISTRICT**

WHEREAS, Mr. Simons, Canal Operator II, officially retired on July 14, 2018 after 30 years of service; and

WHEREAS, Mr. Simons began his service with the District in October of 1988 as a Maintenance Worker and advanced through the ranks to his final position of Canal Operator II; and

WHEREAS, Mr. Simons has aided with maintenance on the canals, and his knowledge and experience have been very valuable for the operation of the Kelsey canal; and

WHEREAS, Mr. Simons has played a key role in keeping water flowing to the Divide; and

WHEREAS, the Board of Directors of the Georgetown Divide Public Utility District desires to express its sincere appreciation to Mr. Simons for his service.

NOW, THEREFORE, BE IT RESOLVED, that we, the Members of the Board of Directors of the Georgetown Divide Public Utility District, take this opportunity to express our sincere and grateful appreciation and thereby extend to John Simons our congratulations on his well-earned retirement and our best wishes for his continued success, happiness, and good health in the years to come.

Londres Uso
President, Board of Directors
Georgetown Divide Public Utility District

PROCLAMATION

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
COMMENDING WARREN ELLIOTT
FOR 27 YEARS OF SERVICE TO THE DISTRICT**

WHEREAS, Mr. Elliott, Maintenance Worker II, will officially retire on August 15, 2018 after 27 years of service; and

WHEREAS, Mr. Elliott began his service with the District in May 1991 as a Maintenance Worker and has been a dedicated employee ever since working on the canals and treated water distribution and performing USAs, (Underground Service Alerts) for many years; and

WHEREAS, Mr. Elliott came to the District with much needed abilities in the use of heavy equipment and has provided significant assistance with emergency ditch repairs while operating heavy equipment such as dozers and excavators, and his knowledge and experience have been very valuable when installing large pipe on the canal; and

WHEREAS, Mr. Elliott has been instrumental in keeping the treated water distribution system in operation; and

WHEREAS, the Board of Directors of the Georgetown Divide Public Utility District desires to express its sincere appreciation to Mr. Elliott for his service;

NOW, THEREFORE, BE IT RESOLVED, that we, the Members of the Board of Directors of the Georgetown Divide Public Utility District, take this opportunity to express our sincere and grateful appreciation, and thereby extend to Warren Elliott our congratulations on his well-earned retirement, and our best wishes for his continued success, happiness, and good health in the years to come.

Londres Uso
President, Board of Directors
Georgetown Divide Public Utility District

Public Forums

- ❖ Delta Conservancy
- ❖ Urban Water Institute
- ❖ Delta Vision Foundation
- ❖ Sierra Business Council
- ❖ Delta Stewardship Council
- ❖ Sierra Nevada Conservancy
- ❖ California Water Plan Plenary
- ❖ Sierra Water Work Group Summit
- ❖ Association of California Water Agencies
- ❖ Forest Service District Ranger Conference
- ❖ Senator Jim Nielsen Water Working Group
- ❖ American Council of Engineering Companies
- ❖ American Water Works Association Conference
- ❖ Assembly Member Kevin Kiley's Civic Advisory Council



Symposiums





September 7, 2016
 Felicia Marcus, Chair
 State Water Resources Control Board
 P.O. Box 1100
 Sacramento, CA 95812-0100
 Regarding: Permanent Water Conservation
 Dear Felicia Marcus and Mark Cowin,
 Thank you for your unflinching and herculean effort to stretch the State's water during the drought emergency.
 April 8, 2016
 Felicia Marcus, Chair & Members
 State Water Resources Control Board
 10511 Street, 24th floor
 Sacramento, CA 95814
 Attention: Jeannine Townsend, Clerk to the Board
 Regarding: Urban Water Conservation Workshop and Water Management
 Dear Chair Marcus and Board Members D'Adamo, Dudo, Macie, and Spivy-Heber:
 Thank you for scheduling the forthcoming April 20 Public Workshop of the State Water Resources Control Board (SWRCB) extended emergency urban water conservation regulation.
 June 21, 2016
 The Honorable Jerry Hill
 State Capitol, Room 5035
 Sacramento, CA 95814
 Regarding: SB 814 - Drought-Related Water Conservation
 Dear Senator Hill:
 I am writing on behalf of Mountain Counties Water Resources Association (MCWRA) re: SB 814 (Hill).
 Re: California Statewide Water Action Plan
 Dear Secretaries Laird, Rodriguez, and Ross:
 April 13, 2015
 The Honorable Brian Dahle
 California State Capitol, Room 2158
 Sacramento, CA 95814
 Re: ACR 22 - SUP
 Dear Assembly Member Dahle:
 On behalf of the Board of Directors of the Mountain Counties Water Resources Association, we express our strong support for ACR 22.
 June 2, 2016
 Assemblywoman Marie Waldron
 350 W 5th Ave, Ste 110
 Eucalydido, CA 92025
 Re: Support for Assembly Bill 2438
 Dear Assemblywoman Waldron:
 I am writing on behalf of Mountain Counties Water Resources Association (MCWRA) re: Assembly Bill 2438, Emergency Water Conservation Measures to be used by Municipalities and Counties.
 John Laird, Secretary
 1415 Ninth Street, Suite 1311
 Sacramento, CA 95814
 Re: SB 814 (Hill)
 Dear Secretaries Laird, Rodriguez, and Ross:
 The Honorable Susan Telamantes Eggman
 Chair, Assembly Local Government Committee
 State Capitol, Room 3173
 Sacramento, CA 95814
 RE: SB 1208 (Hertzberg) Local Government Fees and Charges - OPPOSE

Time for more water storage



John Kingsley, Executive Director of the Mountain Counties Water Resources Association in the U.S. explains why it is time for more water storage to help pave the way for a prosperous future in California.

California's water storage capacity is at a critical juncture. The state's water storage infrastructure is aging and inadequate to meet the state's growing water needs. The state's water storage capacity is currently only 10 percent of what it needs to be. This is a significant problem because water storage is essential for ensuring a reliable water supply during dry periods. The state's water storage capacity is also a key factor in determining the state's ability to meet its water needs during periods of high demand. The state's water storage capacity is a critical component of the state's water infrastructure, and it is essential that the state invest in new water storage projects to ensure a reliable water supply for the future.

Water storage



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The Water Supply and Water Quality Act of 2018 - Proposition 3

The Water Supply and Water Quality Act of 2018 is a citizen's initiative water bond that will appear on the November 2018 statewide California ballot.

It will invest \$8.877 billion dollars in California water infrastructure, including key categories like: safe drinking water, Sustainable Groundwater Management (SGMA) implementation, watershed restoration, fish and wildlife habitat conservation, infrastructure repair, and many other important water management programs.

General Obligation Bonds

California Water Action Plan 2016

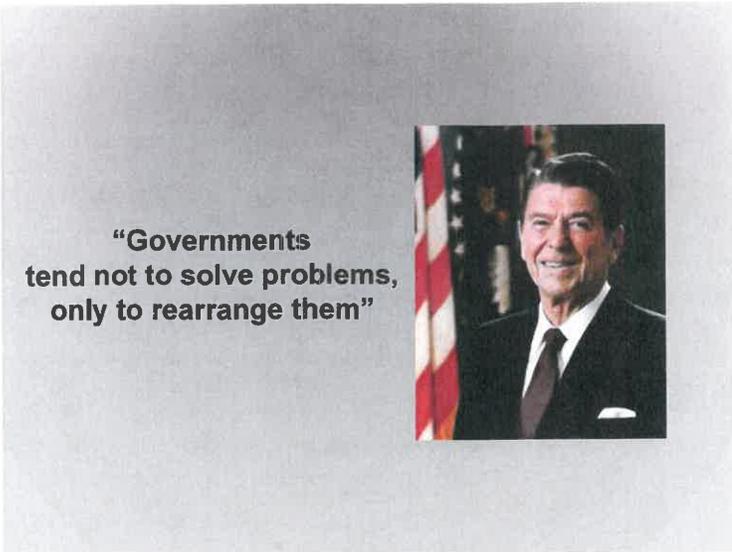
Governor Brown directed three cabinet secretaries to coordinate on an interagency effort to create a water action plan for the state



California Water Action Plan Ten Priority Actions

1. Make conservation a California way of life
2. Increase regional self-reliance and integrated water management across all levels of government
3. Achieve the co-equal goals for the Delta
4. Protect and restore important ecosystems
5. Manage and prepare for dry periods
6. Expand water storage capacity and improve groundwater management
7. Provide safe water for all communities
8. Increase flood protection
9. Increase operational and regulatory efficiency
10. Identify sustainable and integrated financing opportunities





Water Bond Educational Workshops

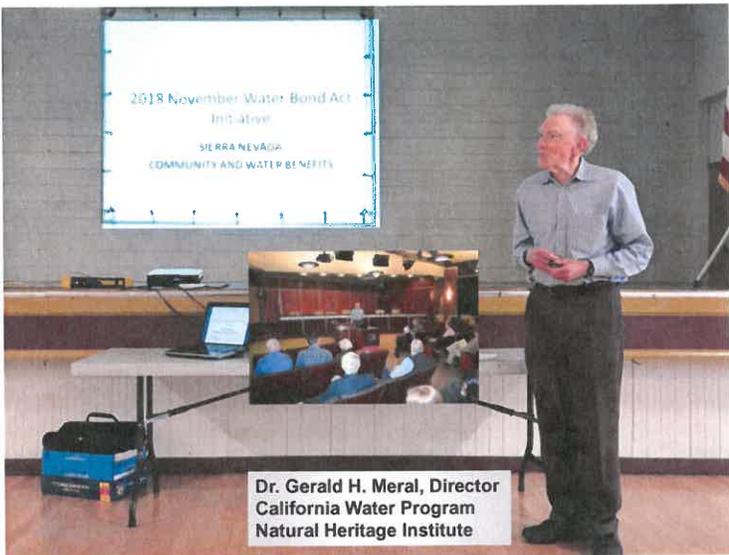
Hosted by MCWRA

April 10, 2018

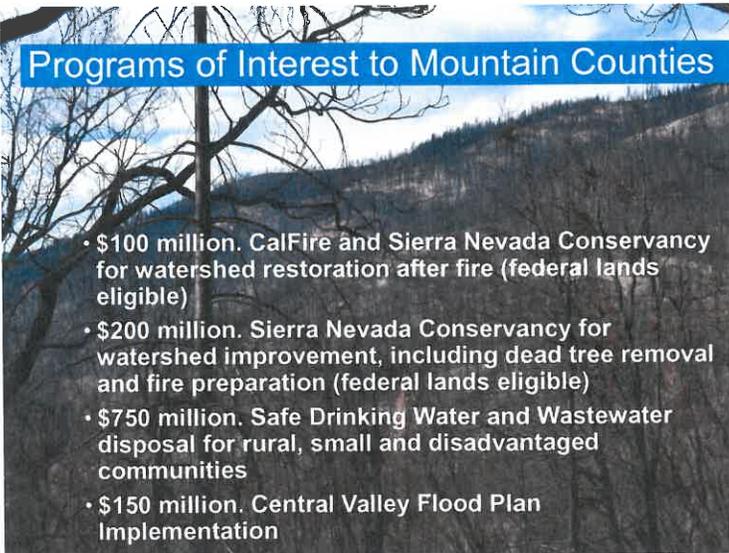
- County of Placer
- San Andreas Town Hall

KEY FUNDING CATEGORIES

- Safe Drinking Water \$500 million
- Wastewater for DACs \$250 million
- Urban Water Conservation \$300 million
- Agricultural Water Conservation \$50 million
- Wastewater Recycling \$400 million
- Desalting (inland) \$400 million
- SGMA Compliance \$675 million
- Flood Management \$500 million
- Oroville Dam Repair \$200 million
- Repair Friant Kern Canal \$750 million
- Salton Sea \$200 million
- Stormwater \$550 million
- Fish Habitat & Waterfowl Habitat \$1450 million
- Watershed restoration \$2400 million



Dr. Gerald H. Meral, Director
 California Water Program
 Natural Heritage Institute



Programs of Interest to Mountain Counties

- \$100 million. CalFire and Sierra Nevada Conservancy for watershed restoration after fire (federal lands eligible)
- \$200 million. Sierra Nevada Conservancy for watershed improvement, including dead tree removal and fire preparation (federal lands eligible)
- \$750 million. Safe Drinking Water and Wastewater disposal for rural, small and disadvantaged communities
- \$150 million. Central Valley Flood Plan Implementation

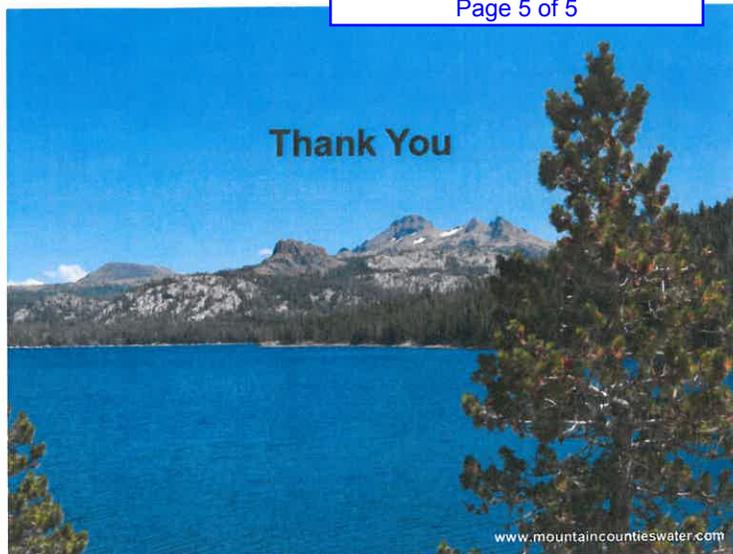
- \$100 million. Lake Tahoe Stormwater Management, sediment control, wetlands restoration \$5 million. Integrated Regional Water Management Coordination
- \$60 million. Grants to Resource Conservation Districts and agricultural land protection
- \$100 million. Weed reduction and other land treatment for water conservation.
- \$640 million. Groundwater: Sustainable Groundwater Management Act Implementation.



Water Agencies Endorsement (MCWRA Members)

- Calaveras County Water District
- Tuolumne Utilities District
- Yuba County Water Agency

- Mountain Counties Water Resources Association



CONFORMED AGENDA – DRAFT
REGULAR MEETING

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
6425 MAIN STREET, GEORGETOWN, CALIFORNIA 95634

TUESDAY, JULY 10, 2018
2:00 P.M.

MISSION STATEMENT

It is the purpose of the Georgetown Divide Public Utility District to:

- Provide reliable water supplies
 - Ensure high quality drinking water
 - Promote stewardship to protect community resources, public health, and quality of life
 - Provide excellent and responsive customer services through dedicated and valued staff
 - Ensure fiscal responsibility and accountability are observed by balancing immediate and long-term needs.
-

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 2:00 P.M. Director Wadle led in the Pledge of Allegiance.

Directors Present: Jesse Hanschild, David Halpin, Lon Uso, Dane Wadle.

Staff Present: General Manager Steven Palmer; Board Assistant Diana Michaelson. Legal Counsel: Barbara Brenner, Churchwell White, LLP.

2. ADOPTION OF AGENDA

Motion by Director Hanschild to adopt the agenda. Second by Director Wadle.

Public Comment: *There was no public comment.*

Vote: *The motion passed unanimously.*

- 3. PUBLIC FORUM –** Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Public members desiring to provide comments, must be recognized by the Board President, and speak from the podium. Comments must be directed only to the Board. The public should address the Board members during the public meetings as President, Vice President, or Director, followed by the Board member's individual last name. The Board will hear communications on matters not on the agenda, but no action will be taken. No disruptive conduct shall be permitted at any Board meeting. Persistence in disruptive conduct shall be grounds for summary termination, by the President, of that person's privilege of address.

4. PROCLAMATIONS AND PRESENTATIONS

5. CONSENT CALENDAR

A. Approval of Minutes

1. Regular Meeting of June 12, 2018
2. Special Meeting of June 21, 2018

B. Financial Reports

1. Statement of Cash Balances
2. Month End Cash Disbursements Report

Motion by Director Halpin to adopt the Consent Calendar. Second by Director Hanschild.

Public Comment: *There was no public comment.*

Vote: *The motion passed unanimously.*

6. INFORMATIONAL ITEMS

A. President's Report

Director Uso reported that he had been approached by a resident of Auburn Lake Trails regarding an issue with septic systems in ALT. Director Uso followed up with Staff who researched and provided answers in a timely manner. He continued his report by commenting on information contained in the latest ACWA newsletter relating to the new water use efficiency laws.

B. Board Reports

Director Wadle reported that in the capacity of CSDA (California Special District Association) support staff he attended the recent GM Leadership Summit. He was especially interested in the session on managing pension obligations and sent some information to fellow GDPUD Board Members and will be following up with Staff to explore some of the options that might be beneficial to the District.

C. General Manager's Report

Regarding legislation, Mr. Palmer reported that additional information regarding the new water conservation legislation (SB 606 and AB 1668) is available and was sent to GDPUD customers and the Board via email and Facebook.

He also reported that he had received a scholarship to attend the CSDA GM Leadership Summit. He said the Summit was valuable and provided insight into several issues that fit into the Board's goals and the discussions that occurred at the recent Board goal workshop.

Mr. Palmer continued, noting that the County Elections Department recently sent out a letter regarding the upcoming November election which recommended that potential candidates schedule appointments with the Department for filing.

D. Operation Manager's Report

Mr. Creeks reported that Stumpy is still 95% full. He continued his report stating that there have been several small service line breaks for customers. He noted that this happens in the summer when the ground dries out and cracks and moves and will likely happen again in the fall when the rains start.

He further reported that the tank recoating project at Walton should be done next week. Also, the valve at the Hotchkiss Hill tank gave out and had to be repaired.

Mr. Creeks informed the Board that three areas on the ditch need to be relined as soon as possible. Because of the amount of water leaking in these places, the work cannot be postponed until after irrigation season.

E. ALT Treatment Plant Update

Engineering Consultant George Sanders walked the Board and audience through a slide show of project-related photos. Following the slide show, Mr. Sanders provided a summary of work activities at the ALT treatment plant noting that there were no additional change orders in this reporting period.

F. Finance Committee Report

Finance Committee Chairperson Rick Gillespie reported that the Committee had previously been working with Staff on the budgets – operating and capital. More recently he and Mike Sanders have been working with Staff on the wastewater cost of service charges for ALT.

7. NEW BUSINESS

A. First Reading of an Ordinance Certifying Annual Direct Charges-Fees and Assessments

Possible Board Action: Introduce, read by title only, and waive first reading of Ordinance 2018-01 levying annual assessments and tax liens for unpaid charges.

Motion by Director Halpin to Introduce, read by title only, and waive first reading of Ordinance 2018-01 levying annual assessments and tax liens for unpaid charges. Second by Director Wadle.

Public Comment: Cherie Carlyon asked if there are any changes to the ordinance other than the names on the list. General Manager Palmer responded that the ordinance is the same as last year, the only changes being the names on the list, the assessment districts that are being collected on, and dates.

Vote: The motion passed unanimously.

8. BOARD DISCUSSION

9. BOARD MEMBER COMMENTS, REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF – Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District-related meeting attendance.

Director Wadle asked that a future agenda include an item that looks at options for setting up a trust fund for pension obligations.

Michael Sanders suggested that the Board consider having a speaker make an informational presentation of pros and cons regarding the upcoming ballot measure relating to the water bond. There was some discussion, and Director Uso directed staff to put together a presentation for a future Board meeting and ask John Kingsbury of Mountain Counties Water Resources Association to participate.

The Board adjourned to closed session at 3:10 P.M.

10. ADJOURN TO CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL

A. Existing Litigation Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9: Georgetown Divide Taxpayers Association v. Georgetown Divide Public Utility District.

B. Existing Litigation Pursuant to Paragraph (1) of Subdivision (d) of Government Code Section 54956.9: Jean Lee Choo Leow v. Georgetown Divide Public Utility District.

C. Conference with Labor Negotiators Pursuant to Government Code Section 54954.9(f) and Government Code 54957.6:

District Representatives – General Manager Steven Palmer; District General Counsel.
Employee Organization – International Union of Operating Engineers Stationary Engineers, Local No. 39.

The Board returned to open session at 3:46 P.M. and reported that no action was taken in closed session.

11. NEXT MEETING DATE AND ADJOURNMENT – Next Regular Meeting is August 14, 2018, at 2:00 P.M. at the Georgetown Divide Public Utility District, 6425 Main Street, Georgetown, CA 95634.

The Board adjourned at 3:47 P.M.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Steve Palmer by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on July 5, 2018.

Steven Palmer, PE, General Manager

Date

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 14, 2018
AGENDA ITEM NO. 7.B.1.**



AGENDA SECTION: CONSENT CALENDAR

SUBJECT: CASH BALANCES – JUNE 2018

PREPARED BY: Christina Cross, Management Analyst 

APPROVED BY: Steven Palmer, PE, General Manager 

BACKGROUND

The Cash Balances Report details the District's cash position as of the month end to demonstrate transparency and accountability of relevant financial data from which prudent fiscal decisions and policies are made. The Cash Balances Report is unlike a quarterly budget to actual report, its purpose is to report on ending cash balances.

DISCUSSION

The Cash Balance Report as of month ending June 30, 2018 shows the District's cash balances total \$10,195,497.03.

Cash balances are allocated based on the Fund for which the source of the monies are generated or used from.

Cash is held with the following institutions in the amounts of:

El Dorado Savings Bank – Checking	\$ 227,303.17
El Dorado Savings Bank – Savings	2,950,749.46
Local Agency Investment Fund (LAIF)	<u>7,017,444.40</u>
 Total:	 <u>\$ 10,195,497.03</u>

Cash is allocated in the following Funds:

<u>Fund</u>	<u>Beginning</u>	<u>Debit (+)</u>	<u>Credit (-)</u>	<u>Ending</u>
08 SMUD FUND	\$ 193,875.90	\$ -	\$ -	\$ 193,875.90
09 CABY GRANT	(47,278.27)	-	1,538.40	(48,816.67)
10 Water Fund	1,906,213.06	131,723.49	348,566.78	1,689,369.77
12 RETIREE FUND	493,250.21	2,437.89	7,065.75	488,622.35
14 STEWART MINE FD	44,446.78	-	-	44,446.78
17 WATER DEVE.FUND	407,067.32	-	-	407,067.32
19 SMERFUND	1,052,625.89	-	-	1,052,625.89
20 ALT Fund	742,975.01	904,839.00	394,066.80	1,253,747.21
24 CAPITAL REPLACE	660,304.36	-	-	660,304.36
25 BAYNE RD BND FD	45,547.96	-	-	45,547.96
29 STATE REV FUND	647,890.64	-	651,219.95	(3,329.31)
30 Hydro Fund	671,871.61	3,089.31	67.26	674,893.66
35 Restricted P/L	(90,530.11)	-	-	(90,530.11)
37 GARDEN VALLEY	72,468.30	-	-	72,468.30
39 CAP FAC CHARGE	1,741,750.84	-	-	1,741,750.84
40 Zone Fund	966,399.01	13,026.95	18,874.00	960,551.96
41 CDS M & O Fund	39,501.41	-	-	39,501.41
42 CDS RESRV EXP.	170,287.08	-	-	170,287.08
43 CAPITAL RESERVE	664,994.20	-	-	664,994.20
51 KELSEY NORTH	129,945.51	-	-	129,945.51
52 KELSEY SOUTH	55,599.74	-	-	55,599.74
53 PILOT HILL NO.	(7,480.80)	-	-	(7,480.80)
54 PILOT HILL SO.	53.68	-	-	53.68
	<u>\$ 10,561,779.33</u>	<u>\$ 1,055,116.64</u>	<u>\$ 1,421,398.94</u>	<u>\$ 10,195,497.03</u>

FISCAL IMPACT

No fiscal impact.

CEQA ASSESSMENT

Not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) discuss and receive Cash Balances for month ending June 30, 2018.

ALTERNATIVES

No alternatives.

ATTACHMENTS

1. Cash Balances June 2018
2. Cash Balance by Fund June 2018

Report Date: 08/08/18
 Run Date...: 08/08/18 16:04
 Run by.....: Christina Cross

Georgetown Divide PUD
 G/L Trial Balance - Summary in the Order of FUND
 For All Accounts From 99 1000 To 99 1098 ||||
 With a Mask of 99* ***** ****

Beginning of.: June 1, 2018 (12-18) Thru Ending of.: June 30, 2018 (12-18)

G/L Account No	Description	Beginning Balance	Debit	Credit	Ending Balance
99 1000	Cash Clearing El Dorado Savings Checking	135,678.11	860,607.86	768,982.80	227,303.17
99 1010	Cash Clearing El Dorado Savings Bank Collect	3,408,656.82	403,584.83	861,492.19	2,950,749.46
99 1022	Cash Clearing LAIF	7,017,444.40	.00	.00	7,017,444.40
REPORT TOTAL ---->		10,561,779.33	1,264,192.69	1,630,474.99	10,195,497.03

Report Date: 08/08/18
 Run Date...: 08/08/18 15:59
 Run by.....: Christina Cross

Georgetown Divide PUD
 G/L Trial Balance - Summary in the Order of FUND
 For All Accounts From 1099 To 98 1099 |||
 With a Mask of *** 1099* ****

GDPUD Bd. Mtg. of 8/14/2018
 AGENDA ITEM 7.B.1
 Attachment 2
 Page 1 of 1

Page.: 1
 ID # GLTB
 CTL.: GEO

Beginning of.: June 1, 2018 (12-18) Thru Ending of.: June 30, 2018 (12-18)

G/L Account No	Description	Beginning Balance	Debit	Credit	Ending Balance
1099	Cash Clearing	.47	.00	.47	.00
08 1099	SMUD FUND Cash Clearing	193,875.90	.00	.00	193,875.90
09 1099	CABY GRANT Cash Clearing	-47,278.27	.00	1,538.40	-48,816.67
10 1099	Water Fund Cash Clearing	1,906,212.59	131,723.49	348,566.31	1,689,369.77
12 1099	RETIREE FUND Cash Clearing	493,250.21	2,437.89	7,065.75	488,622.35
14 1099	STEWART MINE FD Cash Clearing	44,446.78	.00	.00	44,446.78
17 1099	WATER DEVE.FUND Cash Clearing	407,067.32	.00	.00	407,067.32
19 1099	SMERFUND Cash Clearing	1,052,625.89	.00	.00	1,052,625.89
20 1099	ALT Fund Cash Clearing	742,975.01	904,839.00	394,066.80	1,253,747.21
24 1099	CAPITAL REPLACE Cash Clearing	660,304.36	.00	.00	660,304.36
25 1099	BAYNE RD BND FD Cash Clearing	45,547.96	.00	.00	45,547.96
29 1099	STATE REV FUND Cash Clearing	647,890.64	.00	651,219.95	-3,329.31
30 1099	Hydro Fund Cash Clearing	671,871.61	3,089.31	67.26	674,893.66
35 1099	Restricted P/L Cash Clearing	-90,530.11	.00	.00	-90,530.11
37 1099	GARDEN VALLEY Cash Clearing	72,468.30	.00	.00	72,468.30
39 1099	CAP FAC CHARGE Cash Clearing	1,741,750.84	.00	.00	1,741,750.84
40 1099	Zone Fund Cash Clearing	966,399.01	13,026.95	18,874.00	960,551.96
40 1099 ****	Zone Fund Cash Clearing	.00	.00	.00	.00
41 1099	CDS M & O Fund Cash Clearing	39,501.41	.00	.00	39,501.41
42 1099	CDS RESRV EXP. Cash Clearing	170,287.08	.00	.00	170,287.08
43 1099	CAPITAL RESERVE Cash Clearing	664,994.20	.00	.00	664,994.20
51 1099	KELSEY NORTH Cash Clearing	129,945.51	.00	.00	129,945.51
52 1099	KELSEY SOUTH Cash Clearing	55,599.74	.00	.00	55,599.74
53 1099	PILOT HILL NO. Cash Clearing	-7,480.80	.00	.00	-7,480.80
54 1099	PILOT HILL SO. Cash Clearing	53.68	.00	.00	53.68
REPORT TOTAL ---->		10,561,779.33	1,055,116.64	1,421,398.94	10,195,497.03

GDPUD Board Mtg. of
8/14/2018
AGENDA ITEM 7.B.2.
Month-End Cash
Disbursements Report
Page 1 of 9

Date...: Aug 9, 2018
Time...: 7:22 am
Run by.: Hannah Schnetz

Georgetown Divide PUD
BOARD CHECK REVIEW

Page: 1
List: BOAR
ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
028395	07/27/18	OLY02		Ck# 028395 Reversed	-11945.30
Sub-Total: (1)					-11945.30
Sub-Count: 1					
029034	07/13/18	SIM02	SIMONS, JOHN F.	FINAL PAY CHECK-RETIRING	1370.21
Sub-Total: (1)					1370.21
Sub-Count: 1					
029035	07/13/18	SIM02	SIMONS, JOHN F.	VACATION PAYOUT-RETIRING	212.57
Sub-Total: (1)					212.57
Sub-Count: 1					
029036	07/19/18	CAL18	California State Disbursement	PAYROLL CLEARING-N TILMAN	366.92
Sub-Total: (1)					366.92
Sub-Count: 1					
029037	07/19/18	ICM02	ICMA-R.T.-457 (ee)	Payroll withholding-ICMA	1274.75
Sub-Total: (1)					1274.75
Sub-Count: 1					
029038	07/19/18	IU001	IUOE, LOCAL 39	Union Dues Payable-LOCAL 39	350.31
Sub-Total: (1)					350.31
Sub-Count: 1					
029039	07/19/18	IU002	PEU LOCAL #1	UNION DUES-LOCAL 1	214.18
Sub-Total: (1)					214.18
Sub-Count: 1					
029040	07/19/18	AAR01	AARP MEDICARERX SAVER PLUS, PD AARP MEDICARE M DAVIS AUGUST 2018		44.20
Sub-Total: (1)					44.20
Sub-Count: 1					
029041	07/19/18	ACW05	ACWA/JPIA HEALTH	EMPLOYEE HEALTH INSURANCE PREMIUMS AUGUST 2018	2667.20
029041	07/19/18	ACW05	ACWA/JPIA HEALTH	EMPLOYEE HEALTH INSURANCE PREMIUMS AUGUST 2018	9948.07
029041	07/19/18	ACW05	ACWA/JPIA HEALTH	EMPLOYEE HEALTH INSURANCE PREMIUMS AUGUST 2018	5129.16
029041	07/19/18	ACW05	ACWA/JPIA HEALTH	EMPLOYEE HEALTH INSURANCE PREMIUMS AUGUST 2018	10625.29
029041	07/19/18	ACW05	ACWA/JPIA HEALTH	EMPLOYEE HEALTH INSURANCE PREMIUMS AUGUST 2018	2360.64
029041	07/19/18	ACW05	ACWA/JPIA HEALTH	EMPLOYEE HEALTH INSURANCE PREMIUMS AUGUST 2018	10062.15
029041	07/19/18	ACW05	ACWA/JPIA HEALTH	EMPLOYEE HEALTH INSURANCE PREMIUMS AUGUST 2018	2903.82
029041	07/19/18	ACW05	ACWA/JPIA HEALTH	RETIREE HEALTH INSURANCE PREMIUMS AUGUST 2018	5035.48
Sub-Total: (1)					48731.81
Sub-Count: 8					
029042	07/19/18	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE J. MANZER 8/1-8/31/18	298.35
029042	07/19/18	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE W. MANZER 8/1-8/31/18	298.35
029042	07/19/18	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE R. PRINCE JR 8/1-8/31/18	234.81
029042	07/19/18	BLU01	ANTHEM BLUE CROSS	PREPAID HEALTH INSURANCE M. WILSON 8/1-8/31/18	298.35
Sub-Total: (1)					1129.86
Sub-Count: 4					
029043	07/19/18	BLU07	BLUE SHIELD OF CALIFORNIA	PREPAID HEALTH INSURANCE JERI LEU 8/1/18-10/31/18	795.00
029043	07/19/18	BLU07	BLUE SHIELD OF CALIFORNIA	PREPAID HEALTH INSURANCE ELDON LEU 8/1/18-10/31/18	879.00
Sub-Total: (1)					1674.00
Sub-Count: 2					
029044	07/19/18	CHU02	CHURCHWELL WHITE, LLP	PROFESSIONAL SERVICES THROUGH 06/30/18	16417.95
Sub-Total: (1)					16417.95
Sub-Count: 1					

Date...: Aug 9, 2018
 Time...: 7:22 am
 Run by.: Hannah Schnetz

Georgetown Divide PUD
 BOARD CHECK REVIEW

GDPUD Board Mtg. of
 8/14/2018
 AGENDA ITEM 7.B.2
 Page 2 of 9

Page: 2
 List: BOAR
 ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
029045	07/19/18	DEL05	DELAGE LANDEN, INC	KONICA COPIER CONTRACT 7/1-7/31/18	228.20
029045	07/19/18	DEL05	DELAGE LANDEN, INC	FORMAX FOLDING MACHINE 7/1-7/31/18	185.65
Sub-Total: (1)					413.85
Sub-Count: 2					
029046	07/19/18	ECC01	ECORP CONSULTING, INC.	JULY 11, 2017 PSA	2056.63
029046	07/19/18	ECC01	ECORP CONSULTING, INC.	JULY 11, 2017 PSA	168.75
Sub-Total: (1)					2225.38
Sub-Count: 2					
029047	07/19/18	GEO03	STEPHANIE BECK	DONUTS FOR STAFF MEETING	25.30
029047	07/19/18	GEO03	STEPHANIE BECK	POSTAGE SAFETY VIDEO RETURN TO ACWA/JPIA	7.15
029047	07/19/18	GEO03	STEPHANIE BECK	POST OFFICE 2-DAY DELIVERY AND TRACKING FEE	7.25
029047	07/19/18	GEO03	STEPHANIE BECK	CERTIFIED MAIL & RETURN RECEIPT TO SACRAMENTO	8.46
029047	07/19/18	GEO03	STEPHANIE BECK	DONUTS FOR STAFF MEETING	27.90
029047	07/19/18	GEO03	STEPHANIE BECK	DONUTS FOR STAFF MEETING	24.90
029047	07/19/18	GEO03	STEPHANIE BECK	DONUTS FOR STAFF MEETING	26.90
029047	07/19/18	GEO03	STEPHANIE BECK	WATER/COFFEE STRATEGIC PLANNING WORKSHOP	15.27
029047	07/19/18	GEO03	STEPHANIE BECK	POSTAGE FOR AWARD LETTER TO BOSCO (FOR CABY)	8.75
029047	07/19/18	GEO03	STEPHANIE BECK	POSTAGE CERTIFIED MAIL TO PLACERVILLE	7.41
029047	07/19/18	GEO03	STEPHANIE BECK	POSTAGE PRIORITY MAIL FOR SRF CLAIM #13	6.70
029047	07/19/18	GEO03	STEPHANIE BECK	NOTARY FOR AT&T LEASE AGREEMENT	30.00
029047	07/19/18	GEO03	STEPHANIE BECK	EXPRESS DLVRY MAILING CONTRACT AT&T LEASE AGREEMEN	24.70
029047	07/19/18	GEO03	STEPHANIE BECK	COPY FEES EL DORADO COUNTY SUPREME COURT	10.00
029047	07/19/18	GEO03	STEPHANIE BECK	POSTAGE EXPRESS MAIL FOR SRF CLAIM #12	6.70
029047	07/19/18	GEO03	STEPHANIE BECK	COUNTY RECORDER FEE FOR CABY	50.00
Sub-Total: (1)					287.39
Sub-Count: 16					
029048	07/19/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2018	18.74
029048	07/19/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2018	56.22
029048	07/19/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2018	18.74
029048	07/19/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2018	46.85
029048	07/19/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2018	37.48
029048	07/19/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2018	245.45
029048	07/19/18	MED01	MEDICAL EYE SERVICES	VISION INSURANCE AUGUST 2018	18.74
Sub-Total: (1)					442.22
Sub-Count: 7					
029049	07/19/18	MOB01	MOBILE MINI, LLC-CA	STORAGE RENTAL 7/11/18-8/7/18	197.79
Sub-Total: (1)					197.79
Sub-Count: 1					
029050	07/19/18	MOU03	MOUNTAIN COUNTIES WRA	2018-2019 MEMBERSHIP DUES	4125.00
Sub-Total: (1)					4125.00
Sub-Count: 1					
029051	07/19/18	OCC01	OCCU-MED, LTD	MICHAEL CHAIDEZ PRE-EMPLOYMENT PHYSICAL 5/10/18	290.00
029051	07/19/18	OCC01	OCCU-MED, LTD	CHRISTIAN KLAHN PRE-EMPLOYMENT PHYSICAL 5/21/18	290.00
029051	07/19/18	OCC01	OCCU-MED, LTD	ASHLEY CRAVEN PRE-EMPLOYMENT PHYSICAL 5/28/18	169.00
Sub-Total: (1)					749.00
Sub-Count: 3					
029052	07/19/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2018	174.90
029052	07/19/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2018	291.50
029052	07/19/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2018	116.60
029052	07/19/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2018	291.50
029052	07/19/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2018	233.20
029052	07/19/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2018	2070.06
029052	07/19/18	PRE01	PREMIER ACCESS INS CO	DENTAL INSURANCE AUGUST 2018	116.60
Sub-Total: (1)					3294.36
Sub-Count: 7					
029053	07/19/18	ROB02	ROBINSON ENTERPRISES	T & D RAW WATER FUEL USAGE ALLOCATION	682.46
029053	07/19/18	ROB02	ROBINSON ENTERPRISES	WATER TREATMENT FUEL USAGE ALLOCATION	244.61
029053	07/19/18	ROB02	ROBINSON ENTERPRISES	T & D TREATED WTR FUEL USAGE ALLOCATION	892.03
029053	07/19/18	ROB02	ROBINSON ENTERPRISES	ZONE FUEL USAGE ALLOCATION	136.87

Date...: Aug 9, 2018
 Time...: 7:22 am
 Run by.: Hannah Schnetz

Georgetown Divide PUD
 BOARD CHECK REVIEW

GDPUD Board Mtg. of
 8/14/2018
 AGENDA ITEM 7.B.2.
 Page 3 of 9

Page: 3
 List: BOAR
 ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
029053	07/19/18	ROB02	ROBINSON ENTERPRISES	UPCOUNTRY FUEL USAGE ALLOCATION	402.23
029053	07/19/18	ROB02	ROBINSON ENTERPRISES	ADMIN. FUEL USAGE ALLOCATION	.00
Sub-Total: (1)					2358.20
Sub-Count: 6					
029054	07/19/18	UNI06	UNITEDHEALTHCARE INSURANCE CO	PREPAID HEALTH INSURANCE D SCHWAGEL 8/1-8/31/18	149.25
Sub-Total: (1)					149.25
Sub-Count: 1					
029055	07/19/18	UNI07	UNITEDHEALTHCARE CLAIM DIVISIO	PREPAID HEALTH INSURANCE J ST DENNIS 8/1-8/31/18	160.96
Sub-Total: (1)					160.96
Sub-Count: 1					
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	CA RURAL WATER ASSOCIATION	250.00
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	CALL-EM-ALL 1,000 CREDITS	90.00
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	MICROSOFT	16.00
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	MICROSOFT	16.00
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	MICROSOFT	84.00
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	COSTCO	34.31
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	COSTCO	57.89
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	COSTCO	218.73
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	COSTCO	31.63
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	COSTCO	75.00
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	CSMFO CHRISTINA CROSS	2.49
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	DRI CRASHELAN COMPUTER BACKUP	197.44
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	RESORT AT SQUAW CREEK	15.99
029056	07/19/18	USB05	U.S. BANK CORPORATE PAYMENT SY	STAMPS.COM	
Sub-Total: (1)					1089.48
Sub-Count: 13					
029057	07/27/18	OLY02		Ck# 029057->028395 Replacement	11945.30
Sub-Total: (1)					11945.30
Sub-Count: 1					
029058	07/31/18	AFL01	AMERICAN FAMILY LIFE INS	AFLAC Premiums	1255.80
Sub-Total: (1)					1255.80
Sub-Count: 1					
029059	07/31/18	CAL18	California State Disbursement	PAYROLL CLEARING-N. TILMAN	366.92
Sub-Total: (1)					366.92
Sub-Count: 1					
029060	07/31/18	ICM02	ICMA-R.T.-457 (ee)	Payroll withholding-ICMA	1093.75
Sub-Total: (1)					1093.75
Sub-Count: 1					
029061	07/31/18	IUO01	IUOE, LOCAL 39	Union Dues Payable-LOCAL 39	327.71
Sub-Total: (1)					327.71
Sub-Count: 1					
029062	07/31/18	IUO02	PEU LOCAL #1	UNION DUES-LOCAL 1	214.18
Sub-Total: (1)					214.18
Sub-Count: 1					
029063	08/01/18	ANS01	ANSWERING SPECIALISTS INC	JULY 2018 ANSWERING SERVICE	69.95
Sub-Total: (1)					69.95
Sub-Count: 1					
029064	08/01/18	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 7/14-8/13/18	208.10
029064	08/01/18	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 7/14-8/13/18	312.14
029064	08/01/18	ATT02	AT&T	Utilities-PHONE 530-333-4356 918 9 7/14-8/13/18	312.14
029064	08/01/18	ATT02	AT&T	Utilities-PHONE 530-333-9442 243 7 7/14-8/13/18	114.20

Date...: Aug 9, 2018
 Time...: 7:22 am
 Run by.: Hannah Schnetz

Georgetown Divide PUD
 BOARD CHECK REVIEW

GDPUD Board Mtg. of
 8/14/2018
 AGENDA ITEM 7.B.2.
 Page 4 of 9

Page: 4
 List: BOAR
 ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
029064	08/01/18	ATT02	AT&T	Utilities-PHONE 530-333-1119 106 5 7/14-8/13/18	151.41
029064	08/01/18	ATT02	AT&T	Utilities-PHONE 530-885-6287 473 6 7/14-8/13/18	146.06
029064	08/01/18	ATT02	AT&T	Utilities-PHONE 234-343-7252 777 4 7/14-8/13/18	67.26
029064	08/01/18	ATT02	AT&T	Utilities-PHONE 234-371-7957 823 9 7/14-8/13/18	67.26
Sub-Total: (1)					-----
Sub-Count: 8					1378.57
029065	08/01/18	BEC01	STEPHANIE BECK	MILEAGE REIMB FOR ACWA/JPIA HR TRAINING	39.13
Sub-Total: (1)					-----
Sub-Count: 1					39.13
029066	08/01/18	BRO05	BROWN, ADAM	REIMBURSEMENT FOR GAS PER MOU 7/11/18	21.04
Sub-Total: (1)					-----
Sub-Count: 1					21.04
029067	08/01/18	CAL16	CALTRONICS BUSINESS SYSTEMS CO	KONICA COPIER CONTRACT 6/14/18-7/13/18	422.93
Sub-Total: (1)					-----
Sub-Count: 1					422.93
029068	08/01/18	CIT01	CITY OF SACRAMENTO	FY18 BILLING#1 AMR. RVR. SANITARY WATERSHED SURVEY	3654.69
Sub-Total: (1)					-----
Sub-Count: 1					3654.69
029069	08/01/18	CWS01	CORBIN WILLITS SYS. INC.	MONTHLY CHARGE FOR AUGUST 2018	573.20
Sub-Total: (1)					-----
Sub-Count: 1					573.20
029070	08/01/18	FRE03	FREEMAN, D'AIUTO, PIERCE	INVERSE CONDEMNATION CLAIM	14080.45
Sub-Total: (1)					-----
Sub-Count: 1					14080.45
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	9644745072-5 GW RD 6/19/18-7/18/18	91.17
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	1383483826-3 HOTCH HILL 6/15/18-7/16/18	19.45
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	8019291332-7 RES. RD 6/18/18-7/17/18	40.30
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	9592050405-7 IRISH LN 6/18/18-7/17/18	45.27
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	7269328928-1 RES.RD/HLLW 6/18/18-7/17/18	19.71
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	9103062795-3 CASCADE TR 6/19/18-7/18/18	295.38
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	0800178691-5 RADIO 6/15/18-7/16/18	82.54
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	2102211877-8 STORAGE YD 6/15/18-7/16/18	42.77
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	7804325001-4 STREET LIGHT 6/15/18-7/16/18	10.87
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	2060545213-3 75% OFFICE 6/15/18-7/16/18	752.03
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	2060545213-3 25% OFFICE 6/15/18-7/16/18	250.67
029071	08/01/18	PAC02	PACIFIC GAS & ELECTRIC	6228064022-8 STATION 16 6/19/18-7/18/18	383.74
Sub-Total: (1)					-----
Sub-Count: 12					2033.90
029072	08/01/18	POW01	POWERNET GLOBAL COMM.	Utilities-LONG DISTANCE 6/19/18-7/19/18	134.75
Sub-Total: (1)					-----
Sub-Count: 1					134.75
029073	08/01/18	PUL01	PULFER, JEFF	75% WTP PANT REIMB 2018 CALENDAR YEAR PER MOU	72.61
029073	08/01/18	PUL01	PULFER, JEFF	25% ZONE PANT REIMB 2018 CALENDAR YEAR PER MOU	24.20
Sub-Total: (1)					-----
Sub-Count: 2					96.81
029074	08/01/18	TYL01	ERIC TYLER	BOOT REIMB 2018-2019 FISCAL YEAR PER MOU	200.00
Sub-Total: (1)					-----
Sub-Count: 1					200.00
029075	08/01/18	USA01	UNDERGROUND SERVICE ALERT	ANNUAL MEMBERSHIP	542.70
Sub-Total: (1)					-----
Sub-Count: 1					542.70

Date...: Aug 9, 2018
 Time...: 7:22 am
 Run by.: Hannah Schnetz

Georgetown Divide PUD
 BOARD CHECK REVIEW

GDPUD Board Mtg. of
 8/14/2018
 AGENDA ITEM 7.B.2.
 Page 5 of 9

Page: 5
 List: BOAR
 ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
Sub-Count: 1					
029076	08/01/18	USA03	USA BLUE BOOK	PO#017867:EYE SALINE,SAFETY GLASSES,COUPLING INSRT	343.88
Sub-Total: (1)					343.88
Sub-Count: 1					
029077	08/01/18	VAV01	VAVRINEK, TRINE, DAY & CO., LL	2017 PROFESSIONAL SERVICE AGREEMENT	15852.00
Sub-Total: (1)					15852.00
Sub-Count: 1					
029078	08/01/18	VER01	VERIZON WIRELESS	Utilities CELL PHONE 6/16/18-7/15/18	53.66
029078	08/01/18	VER01	VERIZON WIRELESS	Utilities CELL PHONE 6/16/18-7/15/18	107.32
029078	08/01/18	VER01	VERIZON WIRELESS	Utilities CELL PHONE 6/16/18-7/15/18	27.19
029078	08/01/18	VER01	VERIZON WIRELESS	Utilities CELL PHONE 6/16/18-7/15/18	107.32
029078	08/01/18	VER01	VERIZON WIRELESS	Utilities CELL PHONE 6/16/18-7/15/18	134.19
029078	08/01/18	VER01	VERIZON WIRELESS	Utilities CELL PHONE 6/16/18-7/15/18	80.49
Sub-Total: (1)					510.17
Sub-Count: 6					
029079	08/14/18	ALL01	ALLEN KRAUSE	PO#017859: UNIT#35 MOUNT & BALANCE & CA RECYCLE	50.00
029079	08/14/18	ALL01	ALLEN KRAUSE	PO#017859: UNIT#35 MOUNT & BALANCE & CA RECYCLE	50.00
029079	08/14/18	ALL01	ALLEN KRAUSE	PO#017859: UNIT#35 MOUNT & BALANCE & CA RECYCLE	50.00
029079	08/14/18	ALL01	ALLEN KRAUSE	PO#017857: UNIT#10 FUEL FILTER	246.71
029079	08/14/18	ALL01	ALLEN KRAUSE	PO#017879:UNIT#34 TIRE REPAIR,UNIT#31 OIL+AIR FILT	109.84
029079	08/14/18	ALL01	ALLEN KRAUSE	PO#017880: UNIT#32 TIRE REPAIR	18.50
Sub-Total: (1)					525.05
Sub-Count: 6					
029080	08/14/18	AME08	AMERICAN MESSAGING	PAGECOPY USAGE 7/27/18	10.73
Sub-Total: (1)					10.73
Sub-Count: 1					
029081	08/14/18	AWW02	AWWA	MEMBERSHIP RENEWAL 10/01/18-9/30/19	420.00
Sub-Total: (1)					420.00
Sub-Count: 1					
029082	08/14/18	BAR07	BARBOUR, CHRIS	PANTS REIMBURSEMENT 2018 CALENDAR YEAR PER MOU	100.00
Sub-Total: (1)					100.00
Sub-Count: 1					
029083	08/14/18	BEA01	BUTTE EQUIPMENT RENTALS	PO#017874:3/4 AB ROCK DLVY 7/23/18,7/24/18,7/30/18	180.00
029083	08/14/18	BEA01	BUTTE EQUIPMENT RENTALS	PO#017874:3/4 AB ROCK DLVY 7/23/18,7/24/18,7/30/18	180.00
Sub-Total: (1)					360.00
Sub-Count: 2					
029084	08/14/18	BJP01	BJ PEST CONTROL	AREA SPRAY ON 7/31/18	220.00
Sub-Total: (1)					220.00
Sub-Count: 1					
029085	08/14/18	CAR08	CSI	MONTHLY SERVICE FEE AUGUST 2018	59.00
Sub-Total: (1)					59.00
Sub-Count: 1					
029086	08/14/18	CCS01	CCSINTERACTIVE	MONTHLY WEBSITE HOSTING AUGUST 2018	69.00
Sub-Total: (1)					69.00
Sub-Count: 1					
029087	08/14/18	CLS01	CLS LABS	QUARTERLY DBP MONITORING	432.00
029087	08/14/18	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	45.00
029087	08/14/18	CLS01	CLS LABS	LT2ESWTR RAW BACT	80.00
029087	08/14/18	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	45.00

Date...: Aug 9, 2018
 Time...: 7:22 am
 Run by.: Hannah Schnetz

Georgetown Divide PUD
 BOARD CHECK REVIEW

GDPUD Board Mtg. of
 8/14/2018
 AGENDA ITEM 7.B.2.
 Page 6 of 9

Page: 6
 List: BOAR
 ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
029087	08/14/18	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	44.10
029087	08/14/18	CLS01	CLS LABS	QUARTERLY 1,2,3-TCP PWS MONITORING	147.00
029087	08/14/18	CLS01	CLS LABS	LT2ESWTR RAW BACT	78.40
029087	08/14/18	CLS01	CLS LABS	SPECIAL SAMPLES (WALTON TANK)	14.70
029087	08/14/18	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	44.10
029087	08/14/18	CLS01	CLS LABS	QUARTERLY DBP MONITORING	423.36
029087	08/14/18	CLS01	CLS LABS	ROUTINE DIST. SYST. BACTERIA	44.10
Sub-Total: (1)					1397.76
Sub-Count: 11					
029088	08/14/18	DIV05	PLACERVILLE AUTO PARTS, INC	PO#017861: CASE OF GREASE, SAFETY PINS	15.33
029088	08/14/18	DIV05	PLACERVILLE AUTO PARTS, INC	PO#017861: CASE OF GREASE, SAFETY PINS	15.33
029088	08/14/18	DIV05	PLACERVILLE AUTO PARTS, INC	PO#017861: CASE OF GREASE, SAFETY PINS	15.32
029088	08/14/18	DIV05	PLACERVILLE AUTO PARTS, INC	PO#017876: 5W-30 OIL,TALLLIGHT BULB,FUEL TREATMENT	26.09
Sub-Total: (1)					72.07
Sub-Count: 4					
029089	08/14/18	ECO01	ECORP CONSULTING, INC.	PROFESSIONAL SVCS: 6/1-6/30/18 PROJECT#2016-186	1910.80
Sub-Total: (1)					1910.80
Sub-Count: 1					
029090	08/14/18	ELD16	EL DORADO DISPOSAL	Utilities-GARBAGE 6425 MAIN ST 7/1-7/31/18	103.58
029090	08/14/18	ELD16	EL DORADO DISPOSAL	Utilities-GARBAGE 3650 SWEETWATER TR 7/1-7/31/18	110.47
029090	08/14/18	ELD16	EL DORADO DISPOSAL	Utilities-GARBAGE 8180 BALDERSTON 7/1-7/31/18	110.47
Sub-Total: (1)					324.52
Sub-Count: 3					
029091	08/14/18	FER01	FERRELLGAS	Utilities-PROPANE TANK RENTAL FROM 7/1/18-6/30/19	12.00
Sub-Total: (1)					12.00
Sub-Count: 1					
029092	08/14/18	FER02	FERGUSON ENTERPRISES INC	PO#017838: DIST - 6x 1 MACH10 CF 6' PITPAD	1969.69
029092	08/14/18	FER02	FERGUSON ENTERPRISES INC	PO#017852 CHRIS: DISTRIBUTION PARTS	1969.45
029092	08/14/18	FER02	FERGUSON ENTERPRISES INC	PO#017852 JACOB: 9x LF 1 CTS GRIP COMP X MIP COUP	196.80
029092	08/14/18	FER02	FERGUSON ENTERPRISES INC	PO#017862 CHRIS: DIST-PIPES, COUPLERS, LIDS, MTR BXS	3038.29
029092	08/14/18	FER02	FERGUSON ENTERPRISES INC	RETURN: PO#017852 CHRIS-10x LF 1 MIP X CTS INSTATITE	-207.71
029092	08/14/18	FER02	FERGUSON ENTERPRISES INC	PO#017740: 5x LF 3/4 BRS 125# THRD SWG CHK VLV	96.37
Sub-Total: (1)					7062.89
Sub-Count: 6					
029093	08/14/18	GAR02	GARDEN VALLEY FEED & HDW.	PO#017868: SUPPLIES FOR SERVICE TRUCK #10	69.84
Sub-Total: (1)					69.84
Sub-Count: 1					
029094	08/14/18	GEO02	GEORGETOWN GAZETTE	PUBLIC HEARING NOTICE: ORDINANCE 2018-01 PUB: 7/19/18	95.78
Sub-Total: (1)					95.78
Sub-Count: 1					
029095	08/14/18	GEO04	DIVIDE SUPPLY ACE HARDWARE	PO#017863: ALT TREATMENT PLANT PARTS	6.41
029095	08/14/18	GEO04	DIVIDE SUPPLY ACE HARDWARE	PO#017860: 6 ROLLS TAPE; NEEDLE VALVE HOTCHKISS TANK	17.51
029095	08/14/18	GEO04	DIVIDE SUPPLY ACE HARDWARE	PO#017869: 2 PACK RESPIRATOR, 4-PK AAA BATTERIES	14.56
029095	08/14/18	GEO04	DIVIDE SUPPLY ACE HARDWARE	PO#017870: DIST PARTS FOR SAMPLE STATIONS	165.04
029095	08/14/18	GEO04	DIVIDE SUPPLY ACE HARDWARE	PO#017872: ALT/TENNIS CT SAMPLING STATIONS FOR DIST	137.25
029095	08/14/18	GEO04	DIVIDE SUPPLY ACE HARDWARE	PO#017877: RAGS FOR ZONE	12.86
029095	08/14/18	GEO04	DIVIDE SUPPLY ACE HARDWARE	PO#017881: PILGRIM COURT METER CHANGE	67.54
Sub-Total: (1)					421.17
Sub-Count: 7					
029096	08/14/18	GEO12	GEORGE SANDERS	CABY - DITCH LINING PROJECT	270.00
029096	08/14/18	GEO12	GEORGE SANDERS	ALT WTP PROJECT	5680.10
Sub-Total: (1)					5950.10
Sub-Count: 2					

Date...: Aug 9, 2018
 Time...: 7:22 am
 Run by.: Hannah Schnetz

Georgetown Divide PUD
 BOARD CHECK REVIEW

GDPUD Board Mtg. of
 8/14/2018
 AGENDA ITEM 7.B.2.
 Page 7 of 9

Page: 7
 List: BOAR
 ID #: FYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
029097	08/14/18	HAR08	KEITH HARSTON, DC	DMV PHYSICAL N. TILMAN	100.00
Sub-Total: (1)					100.00
Sub-Count: 1					
029098	08/14/18	HDS01	HD SUPPLY WATERWORKS, LTD	PO#017888: WIRE MESH FOR DITCH LINING	1265.01
Sub-Total: (1)					1265.01
Sub-Count: 1					
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	DIANA MICHAELSON (BOARD) 7/2-7/8/18	813.40
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (BOARD) 7/2-7/8/18	78.40
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (ALT) 7/2-7/8/18	235.20
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (CABY) 7/2-7/8/18	78.40
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	MINDEE RALEY (OFFICE + OVERTIME \$16.49) 7/2-7/8/18	720.17
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	DIANA MICHAELSON (BOARD) 7/9-7/15/18	450.80
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (BOARD) 7/9-7/15/18	19.60
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (ALT) 7/9-7/15/18	117.60
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (CABY) 7/9-7/15/18	313.60
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (CANAL) 7/9-7/15/18	176.40
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	MINDEE RALEY (OFFICE+OVERTIME \$16.49) 7/9-7/15/18	896.09
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	DIANA MICHAELSON (BOARD) 7/16-7/22/18	499.80
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (ALT) 7/16-7/22/18	352.80
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (CABY) 7/16-7/22/18	137.20
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	GLORIA OMANIA (CANAL) 7/16-7/22/18	58.80
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	MINDEE RALEY (OFFICE) 7/16-7/22/18	835.62
029099	08/14/18	MJT01	MJT ENTERPRISES, INC.	MINDEE RALEY (LOW INCOME) 7/16-7/22/18	21.99
Sub-Total: (1)					5805.87
Sub-Count: 17					
029100	08/14/18	MYE01	Myers and Sons	CONTRACTOR'S APPLICATION #15 PERIOD: 5/1-5/31/18	500218.18
Sub-Total: (1)					500218.18
Sub-Count: 1					
029101	08/14/18	OLY02	OLYMPUS AND ASSOCIATES, INC	FINAL RETENTION FUNDS: WALTON WTP TANK 2 RECOATING	8378.00
Sub-Total: (1)					8378.00
Sub-Count: 1					
029102	08/14/18	PAC02	PACIFIC GAS & ELECTRIC	7727208388-0 WALTON 6/29/18-7/30/18	4581.17
029102	08/14/18	PAC02	PACIFIC GAS & ELECTRIC	0967683154-9 ALT 6/27/18-7/26/18	13344.68
Sub-Total: (1)					17925.85
Sub-Count: 2					
029103	08/14/18	PRO04	PAUL FUNK	CLEANING SERVICES FOR JUNE 2018	265.00
Sub-Total: (1)					265.00
Sub-Count: 1					
029104	08/14/18	PSO01	PSOMAS	PROFESSIONAL SERVICES FROM 6/1/18-6/28/18	11577.00
Sub-Total: (1)					11577.00
Sub-Count: 1					
029105	08/14/18	ROB02	ROBINSON ENTERPRISES	T & D RAW WATER FUEL USAGE ALLOCATION	927.20
029105	08/14/18	ROB02	ROBINSON ENTERPRISES	WATER TREATMENT FUEL USAGE ALLOCATION	208.82
029105	08/14/18	ROB02	ROBINSON ENTERPRISES	T & D TREATED WTR FUEL USAGE ALLOCATION	1024.25
029105	08/14/18	ROB02	ROBINSON ENTERPRISES	ZONE FUEL USAGE ALLOCATION	185.74
029105	08/14/18	ROB02	ROBINSON ENTERPRISES	UPCOUNTRY FUEL USAGE ALLOCATION	307.65
029105	08/14/18	ROB02	ROBINSON ENTERPRISES	ADMIN. FUEL USAGE ALLOCATION	.00
Sub-Total: (1)					2653.66
Sub-Count: 6					
029106	08/14/18	ROC02	KENNETH D. WELSH	9" STEEL TRIM BLADES SET & SHARPENED x22 @7.50 EA	82.50
029106	08/14/18	ROC02	KENNETH D. WELSH	9" STEEL TRIM BLADES SET & SHARPENED x22 @7.50 EA	82.50
Sub-Total: (1)					165.00
Sub-Count: 2					

Date...: Aug 9, 2018
 Time...: 7:22 am
 Run by.: Hannah Schnetz

Georgetown Divide PUD
 BOARD CHECK REVIEW

GDPUD Board Mtg. of
 8/14/2018
 AGENDA ITEM 7.B.2.
 Page 8 of 9

Page: 8
 List: BOAR
 ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
029107	08/14/18	ROY01	KENNETH ROYAL	Utilities-WALTON PORTABLE RSTRM SVCS 5/13-7/13/18	230.00
029107	08/14/18	ROY01	KENNETH ROYAL	Utilities-PORTABLE RSTRM SVC W/HANDWASH 5/15-7/15	290.00
Sub-Total: (1)					520.00
Sub-Count: 2					
029108	08/14/18	RUL01	RULE, BRIAN	BOOTS REIMB FY 18-19 PER MOU	200.00
Sub-Total: (1)					200.00
Sub-Count: 1					
029109	08/14/18	SAN02	Santander Leasing	INTEREST - TRUCK LEASE PAYMENT	85.08
029109	08/14/18	SAN02	Santander Leasing	PRINCIPAL - TRUCK LEASE PAYMENT	1145.80
Sub-Total: (1)					1230.88
Sub-Count: 2					
029110	08/14/18	SIR01	REBECCA SIREN	PROFESSIONAL SERVICES FROM 5/1-6/30/18	330.00
029110	08/14/18	SIR01	REBECCA SIREN	PROFESSIONAL SERVICES FROM 7/1-7/31/18	110.00
Sub-Total: (1)					440.00
Sub-Count: 2					
029111	08/14/18	TEI01	A. TEICHERT & SON, INC	PO#017874: 3/4 AB ROCK FOR ROAD BASE	114.70
029111	08/14/18	TEI01	A. TEICHERT & SON, INC	PO#017874: 3/4 AB ROCK FOR ROAD BASE	114.70
029111	08/14/18	TEI01	A. TEICHERT & SON, INC	PO#017874: 3/4 AB ROCK FOR ROAD BASE 7/24/18	110.42
029111	08/14/18	TEI01	A. TEICHERT & SON, INC	PO#017874: 3/4 AB ROCK FOR ROAD BASE 7/24/18	110.41
029111	08/14/18	TEI01	A. TEICHERT & SON, INC	PO#017874: 3/4 AB ROCK FOR ROAD BASE 7/30/18	112.60
029111	08/14/18	TEI01	A. TEICHERT & SON, INC	PO#017874: 3/4 AB ROCK FOR ROAD BASE 7/30/18	112.60
Sub-Total: (1)					675.43
Sub-Count: 6					
029112	08/14/18	THA01	THATCHER COMPANY OF CALIFORNIA	PO#017871: SODA ASH & CHLORINE 8180 BALDERSTON RD	1676.00
029112	08/14/18	THA01	THATCHER COMPANY OF CALIFORNIA	PO#017871: 6x 53GL DRUM CHLORINE 3650 SWEETWATER TR	1136.08
029112	08/14/18	THA01	THATCHER COMPANY OF CALIFORNIA	DEPOSIT REFUND	-400.00
029112	08/14/18	THA01	THATCHER COMPANY OF CALIFORNIA	DEPOSIT REFUND	-360.00
Sub-Total: (1)					2052.08
Sub-Count: 4					
029113	08/14/18	TIR01	TIREHUB, LLC	TIRES FOR UNIT #35	129.96
029113	08/14/18	TIR01	TIREHUB, LLC	TIRES FOR UNIT #35	129.96
029113	08/14/18	TIR01	TIREHUB, LLC	TIRES FOR UNIT #35	129.95
029113	08/14/18	TIR01	TIREHUB, LLC	TIRES FOR UNIT #35	231.77
029113	08/14/18	TIR01	TIREHUB, LLC	TIRES FOR UNIT #35	231.77
029113	08/14/18	TIR01	TIREHUB, LLC	TIRES FOR UNIT #35	231.78
Sub-Total: (1)					1085.19
Sub-Count: 6					
029114	08/14/18	UNI08	UNIFIED FIELD SERVICES CORPORA	APP#1 TO 5/31/18 RECOAT WALTON WTP #2 STORAGE TANK	67450.00
029114	08/14/18	UNI08	UNIFIED FIELD SERVICES CORPORA	APP#2 TO 6/30/18 RECOAT WALTON WTP #2 STORAGE TANK	52725.00
Sub-Total: (1)					120175.00
Sub-Count: 2					
029115	08/14/18	WAL02	WALKER'S OFFICE SUPPLY	Office Supplies SCANNER FOR CC	421.16
029115	08/14/18	WAL02	WALKER'S OFFICE SUPPLY	Office Supplies SCANNER FOR HS	421.16
Sub-Total: (1)					842.32
Sub-Count: 2					
029116	08/14/18	WEL02	WELLS FARGO BANK, NA	WALTON LAKE ANNUAL RESERVE JULY 2018	2296.95
029116	08/14/18	WEL02	WELLS FARGO BANK, NA	WALTON LAKE ANNUAL RESERVE AUGUST 2018	2296.95
Sub-Total: (1)					4593.90
Sub-Count: 2					
029117	08/14/18	\G003	GAULT, KEITH	MQ CUSTOMER REFUND FOR GAU0022	7.86
Sub-Total: (1)					7.86
Sub-Count: 1					

Date...: Aug 9, 2018
Time...: 7:22 am
Run by.: Hannah Schnetz

Georgetown Divide PUD
BOARD CHECK REVIEW

GDPUD Board Mtg. of
8/14/2018
AGENDA ITEM 7.B.2.
Page 9 of 9

Page: 9
List: BOAR
ID #: PYDMPH

Check#	Check Date	Vend#	Vendor Name	Description	Check Amount
029118	08/14/18	\I001	IRELAND, MICHAEL/JERI	MQ CUSTOMER REFUND FOR IRE0008	28.04
Sub-Total: (1)					28.04
Sub-Count: 1					
Grn-Total:					829777.15
Ttl-Count: 244					

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 14, 2018
AGENDA ITEM NO. 7.C.**



AGENDA SECTION: CONSENT CALENDAR

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES FOR COST OF SERVICE STUDY & RATE DESIGN – AUBURN LAKE TRAILS WASTEWATER DISPOSAL SYSTEM WITH HANSFORD ECONOMIC CONSULTING FOR AN AMOUNT NOT TO EXCEED \$24,000

PREPARED BY: *AS* Adam Brown, Water Resources Manager

APPROVED BY: Steven Palmer, PE, General Manager *[Signature]*

BACKGROUND

On March 19, 1985, Georgetown Divide Public Utility District (GDPUD) formed the Auburn Lake Trails Wastewater Treatment Area (ALT-WTA), followed by Resolution 85-7 that included a schedule of service charges; thus establishing GDPUD as the public agency responsible for the management of ALT-WTA. Management of this area includes annual, new construction, and property transfer inspections of residential septic systems. In addition, GDPUD operates and maintains sanitary sewer conveyance piping, pump/lift station, and community leach fields.

The ALT-WTA is currently separated into two districts, and therefore two rate structures, identified as Treatment Zone (Zone) and Community Disposal System (CDS). The Zone houses approximately 1,017 developed lots which consist of localized conventional, mound, sand filter, pressure dosed, and evapotranspiration wastewater systems. The CDS consist of approximately 136 developed lots that transfer individual septic tanks effluent discharge to a sanitary sewer system. Sanitary sewer conveyance piping transfers effluent discharge to pump station (Station 16). Station 16 consist of a 1,300-gallon collection tank, two electrical submersible (ES) pumps capable of 125-gallon per minute (gpm) pumping capacity, automatic backup generator, and associated control panels/high level alarm. Effluent is temporally stored until a float switch activates ES pumps. ES pumps transfer discharge approximately 1,500 feet to a distribution box which distributes wastewater to six leach fields. All of GDPUD's activities within the ALT-WTA Zone and CDS are performed in compliance with California Regional Water Quality Control Board (CRWQCB) Monitoring and Reporting Program No. R5-2002-0031.

The ALT-WTA has been operating under two rate structures. One rate structure applies to all lots that are not part of the CDS. The other rate structure applies to properties that are part of the CDS. In both rate structures, developed lots pay a different rate than undeveloped lots. In addition to the monthly fees, there are also connection charges, a design review fee, and an inspection fee. The rate structures were developed through multiple resolutions and ordinances adopted by the GDPUD Board of Directors beginning in 1971.

Board Meeting of August 14, 2018
Agenda Item No. 7.C.

A Request for Proposal (RFP) to select a consulting firm to prepare a Cost of Service Study & Rate Design – Auburn Lake Trails Wastewater Disposal System was issued on April 17, 2018, and four proposals were received on May 4, 2018.

DISCUSSION

Proposals were received from Lechowicz & Tseng Municipal Consultants, Stantec, Hansford Economic Consulting, and GovRates, Inc.

District Staff followed the professional services procurement policy that was adopted on February 13, 2018 and complied with California Government Code Section 4527.

A team of three District Staff and two members of the finance committee reviewed the proposals for criteria listed in the RFP and ranked Lechowicz & Tseng Municipal Consultants, Stantec, Hansford Economic Consulting as the top three proposers. The top ranked proposers were interviewed by District Staff and staff recommended Hansford Economic Consulting as the preferred consultant to the finance committee. The finance committee evaluated and supported the District Staff recommendation.

The Scope of Work for this new agreement includes the preparation of a utility cost of service study to develop a rate design that will provide justifiable and equitable methodologies for appropriate charges that are adequate to fully fund the expenses associated with the utility systems, equipment repair and replacement, and capital.

Hansford Economic Consulting proposal is for a total cost not to exceed \$24,000, which will be billed on a time and materials basis. The District Water Resources Manager reviewed the fee proposal and concludes that the level of effort, rates, and total amount are appropriate for the scope of work. The Professional Services Agreement is included as Attachment 1.

FISCAL IMPACT

This work and the expenditure associated with this agreement were included in the Fiscal Year 2018/2019 budget. The cost of \$24,000 associated with this agreement is less than the budgeted amount of \$45,000 and will be funded from Fund 40 – Zone Fund.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution authorizing the General Manager to execute a Professional Services Agreement with Hansford Economic Consulting for an amount not to exceed \$24,000 for Cost of Service Study & Rate Design – Auburn Lake Trails Wastewater Disposal System. Resolution 2018-38 is included as Attachment 2.

ATTACHMENTS

1. Professional Services Agreement
2. Resolution 2018-38

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 14th day of August 2018, (the “Effective Date”) by and between the Georgetown Divide Public Utilities District, a California Public Utilities District (“District”), and Hansford Economic Consulting (“Consultant”). District and Consultant may herein be referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. District has determined that consultant services are required for non-audit services to assist the District in reviewing and updating finance and accounting policies and procedures (the “Project”).

B. Consultant has submitted a proposal to District that includes a scope of proposed consultant services, attached hereto and described more fully in **Exhibit A** (“Services”).

C. Consultant represents that it is qualified, willing and able to provide the Services to District and that it will perform Services related to the Project according to the rate schedule included in the scope of proposed Services, attached hereto as **Exhibit B** (the “Rates”).

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the recitals and Sections 1 through 20 of this Agreement, Section 1 through 20 shall prevail.

2. Consulting Services. Consultant agrees, during the term of this Agreement, to perform the Services for District in connection with the Project. Any request for services in addition to the Services described in **Exhibit A**, will be considered a request for additional consulting services and not compensated unless the Parties otherwise agree in writing. No subcontract shall be awarded or an outside consultant engaged by Consultant unless prior written approval is obtained from District.

3. Compensation. District shall pay Consultant according to the fee schedule set forth in **Exhibit B** for a time and materials cost not to exceed \$24,000, as full remuneration for the performance of the Services. Consultant agrees to maintain a log of time spent in connection with performing the Services. On a monthly basis, Consultant shall provide District, in reasonable and understandable detail, a description of the services rendered pursuant to the Services and in accordance with the Rates. If the work is satisfactorily completed, District shall pay such invoice

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within thirty (30) days of its receipt. If District disputes any portion of any invoice, District shall pay the undisputed portion within the time stated above and at the same time advise Consultant in writing of the disputed portion.

5. Term. This Agreement shall become effective on the Effective Date and will continue in effect until the Services provided herein have been completed, unless terminated earlier as provided in Section 6 or 7 below (the “Term”).

6. Termination. District may terminate this Agreement prior to the expiration of the Term (“Termination”), without cause or reason, by notifying Consultant in writing of District’s desire to terminate this Agreement (the “Termination Notice”). Upon receipt of a Termination Notice, Consultant shall immediately cease performing the Services. Consultant will be entitled to compensation, as of the date Consultant receives the Termination Notice, only for Services actually performed.

7. Termination for Cause. Notwithstanding Section 6 above, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Consultant’s malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Consultant.

8. Confidential Information. Consultant understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District (“Confidential Information”).

Consultant shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Consultant written authorization to make any such disclosure, Consultant shall do so only within the limits and to the extent of that authorization. Such authorization does not guarantee that the District will grant any further disclosure of Confidential Information. Consultant may be directed or advised by the District’s General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Consultant agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

9. Performance by Key Employee. Consultant has represented to District that Catherine R. Hansford will be the person primarily responsible for the performance of the Services and all communications related to the Services. District has entered into this Agreement in reliance on that representation by Consultant.

10. Property of District. The following will be considered and will remain the property of District:

{CW064180.2}

A. Documents. All reports, drawings, graphics, working papers and Confidential Information furnished by District in connection with the Services (“Documents”). Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Documents.

B. Data. All data collected by Consultant and produced in connection with the Services including, but not limited to, drawings, plans, specifications, models, flow diagrams, visual aids, calculations, and other materials (“Data”). Nothing herein shall be interpreted as prohibiting or limiting District’s right to assign all or some of District’s interests in the Data.

C. Delivery of Documents and Data. Consultant agrees, at its expense and in a timely manner, to return to District all Documents and Data upon the conclusion of the Term or in the event of Termination.

11. Duties of District. In order to permit Consultant to render the services required hereunder, District shall, at its expense and in a timely manner:

A. Provide such information as Consultant may reasonably require to undertake or perform the Services;

B. Promptly review any and all documents and materials submitted to District by Consultant in order to avoid unreasonable delays in Consultant’s performance of the Services; and

C. Promptly notify Consultant of any fault or defect in the performance of Consultant’s services hereunder.

12. Representations of Consultant. District relies upon the following representations by Consultant in entering into this Agreement:

A. Qualifications. Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses, permits and registrations required to perform the Services, or will obtain such licenses or permits, prior to the time such licenses or permits are required. Consultant represents and warrants to District that Consultant shall, at Consultant’s sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and registrations that are legally required for Consultant to practice Consultant’s profession at the time the Services are rendered.

B. Consultant Performance. Consultant represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Consultant shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Consultant shall be completed using the best practices available for the profession.. Consultant agrees that if a

{CW064180.2}

Service is not so performed, in addition to all of its obligations under this Agreement and at law, Consultant shall re-perform or replace unsatisfactory Service at no additional expense to District.

13. Compliance with Laws and Standards. Consultant shall insure compliance with all applicable federal, state, and local laws, ordinances, regulations and permits, including but not limited to federal, state, and county safety and health regulations. Consultant shall perform all work according to generally accepted standards within the industry. Consultant shall comply with all ordinances, laws, orders, rules, and regulations, including the administrative policies and guidelines of District pertaining to the work.

14. Independent Contractor; Subcontracting. Consultant will employ, at its own expense, all personnel reasonably necessary to perform the Services. All acts of Consultant, its agents, officers, employees and all others acting on behalf of Consultant relating to this Agreement will be performed as independent contractors. Consultant, its agents and employees will represent and conduct themselves as independent contractors and not as employees of District. Consultant has no authority to bind or incur any obligation on behalf of District. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever. Consultant is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing.

15. Insurance. Consultant and all of Consultant's contractors and subcontractors shall obtain and maintain insurance of the types and in the amounts described in this paragraph and its subparagraphs with carriers reasonably satisfactory to District.

A. General Liability Insurance. Consultant shall maintain occurrence version commercial general liability insurance or an equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) for each occurrence.

B. Workers' Compensation Insurance. Consultant shall carry workers' compensation insurance as required by the State of California under the Labor Code. Consultant shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

C. Automobile Insurance. Consultant shall carry automobile insurance for the vehicle(s) Consultant uses in connection with the performance of this Agreement in the amount of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. Errors and Omissions Liability. Consultant shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater if appropriate for the Consultant's profession. Architects and engineers coverage is to be endorsed to include contractual liability. Any deductibles or self-insured

{CW064180.2}

retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives (“District’s Agents”); or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

E. Other Insurance Requirements. Within five (5) days of the Effective Date, Consultant shall provide District with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required worker’s compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Consultant shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker’s compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name District, and District’s Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant, or automobiles owned, leased, or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District’s Agents and any insurance or self-insurance maintained by District or District’s Agents shall be in excess of Consultant’s insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

16. Indemnification. Consultant hereby agrees to indemnify and hold harmless District, its agents, officers, employees and volunteers, against all liability, obligations, claims, loss, and expense (a) caused or created by Consultant, its subcontractors, or the agents or employees of either, whether negligent or not, pertaining to or related to acts or omissions of Consultant in connection with the Services, or (b) arising out of injuries suffered or allegedly suffered by employees of Consultant or its subcontractors (i) in the course of their employment, (ii) in the performance of work hereunder, or (iii) upon premises owned or controlled by District. Consultant’s obligation to defend, indemnify and hold District and its agents, officers, employees and volunteers harmless is not terminated by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

17. Consequential Damages. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to Consultant, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

18. Litigation. In the event that either Party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing Party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgment.

19. Notices. Any notice or communication required hereunder between District or Consultant must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District: Georgetown Divide Public Utility District
P.O. Box 4240
6425 Main Street
Georgetown, CA 95634
Attention: General Manager

With courtesy copies to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Barbara A. Brenner, Esq.

If to Consultant: Hansford Economic Consulting
Attention: Catherine R. Hansford
P.O. Box 10384
Truckee, CA 96162

20. General Provisions.

A. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

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B. Waiver. The waiver by any Party of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

C. Assignment. No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

E. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of El Dorado.

F. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

H. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

I. Audit. District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Consultant's charges to District under this Agreement.

J. Entire Agreement. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

L. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

M. Drafting and Ambiguities. Any rule of construction that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT, a California Public Utilities District

By: _____
Steven V. Palmer, General Manager

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

CONSULTANT:

Hansford Economic Consulting

By: *C. Hansford*

Name: CATHERINE HANSFORD

Date: 24th JULY 2018

EXHIBIT A

Services

EXHIBIT A

Services

TASK 1: PROJECT MANAGEMENT AND ORIENTATION

This task includes time for Catherine Hansford of Hansford Economic Consulting (HEC) to manage, track, and report on Study progress every month. Specifically, it entails providing direction to other staff, review of work status/progress, invoicing/determination of remaining budget, and coordination with District staff.

Orientation includes a kickoff meeting with staff. Topics to be reviewed at orientation include, but are not limited to:

- History of the Auburn Lake Trails (ALT) service area and potential issues,
- Factors affecting operating costs over the next six years,
- Capital improvement plans and schedule,
- Target reserve levels,
- Pay as you go funding versus debt financing for capital facilities, and
- Asset replacement and funding.

Additionally, policy review with staff includes the key factors driving the need for fee adjustments, including: regulatory requirements, District policies, legislative mandates, and so forth. Review of financial goals and policy objectives is important as they will shape the development of the financial models and recommendations of the Study.

TASK 2: DATA COLLECTION AND DEVELOPMENT

Data collection under this task includes collection of information by the consultant and the District. HEC will rely on the District to provide all the primary data to be used in the analysis, including customer billing data, wastewater asset inventories and book values. All financial data including capital improvement costs will be furnished by the District and all related materials pertinent to the Study shall also be provided.

TASK 3: PROPOSITION 218 FEE CALCULATIONS

Revenue Requirement Projection

The projected revenue requirement is the revenue necessary to fully cover all expenditures net of other operating and non-operating revenues. The revenue requirement typically comprises operating expenses, capital improvement costs (system rehabilitation and new infrastructure), debt service, and reserve/emergency funds. Operation and maintenance expenses may be projected using historical annual percentage increases, or some other index, such as a consumer price index; projection methodology will be discussed with staff. Expense item categories, such as utility costs and labor costs, will be projected independently.

HEC will summarize the capital improvement plan (CIP) as provided by the District and will present a financing strategy to ensure the facilities are completed in a timely fashion, while minimizing the impact

to fee payers. HEC will work with the District to allocate costs of the CIP between existing and future customers.

Projected annual costs may also include other non-operating cost considerations, such as an operating reserve, rate stabilization fund, or additional funds to meet debt service coverage requirements. Non-operating revenues, such as interest revenue, will be included as credits in the analysis so that the revenue requirement is not over-estimated. Replacement of aging infrastructure will be detailed in the revenue requirement projection.

A cash flow will be presented to ensure sufficiency of funding for the next six years, demonstrating adequate debt service coverage and reserve levels are met.

Cost of Service and Calculated Rates

Once the projected revenue requirement is established, it is typically allocated to user groups based on cost classification (for example collection, treatment, or lift station costs) and customer usage characteristics (flow and load including Biological Oxygen Demand (BOD) and Total Suspended Solids (TSS) parameters).

Cost allocation will likely be performed on an Equivalent Dwelling Unit (EDU) basis. One EDU is equivalent to the flow (or flow and load, depending on how the system works) of the typical-size home in ALT. The EDU fee is applied to each lot to calculate the total fee by parcel/property. Calculating the fees in this way allows for fees to be easily established for different land uses.

The cost of service analysis leads to a calculation of monthly user fees for the District such that it is adequately funded to serve ALT, and that the fees are based on the use of the wastewater system by each customer type. If a revised rate structure is recommended, it will be with input from staff and stakeholders, given billing system capabilities, public understanding of utility bills, and other stakeholder concerns. HEC will provide guidance and advice to District staff to ensure the proposed fee structure complies with Proposition 218 and all related laws, and that fees are implemented within the District's desired timeframe.

TASK 4: PROPOSITION 26 REGULATORY FEES AND CONNECTION FEE CALCULATIONS

Both connection fees and regulatory fees will be updated under this task.

Connection fees may be applicable for undeveloped lots connecting into the Community Disposal System (CDS) system. These fees are calculated based on the costs of infrastructure to serve the lot and available capacity. New development should pay for both a buy-in for existing facilities they benefit from and their share of new facilities costs.

Regulatory fees are fees to recover the costs of services provided on an occasional, or even one-time, basis, such as inspection of an individual septic system. HEC will update the existing District regulatory fees based on cost accounting and interviews with District staff. Issues to be addressed with the regulatory fees include:

- Tolerance / acceptability for cost recovery (100% or lesser amount);
- Identification of other District services that fees could be charged for (if any); and
- Accounting for indirect costs of the services provided.

TASK 5: REPORT

The draft report will include the methodologies used, detailed calculations of fees, findings, and recommendations. The report will demonstrate cost of service and proportionality requirements such that the District shows compliance with Proposition 218, Proposition 26, and California Code 66013. Following edits and changes to the draft report discussed with staff, HEC will prepare a draft final report for review with the District Board at a public meeting.

The final report will not be prepared until after the Board has heard the recommendations of the Study. The final report will reflect actions taken by the Board. HEC will present a summary of the final Study at the public hearing and will be available to answer any questions or comments. All reports will be provided in electronic format only.

TASK 6: IMPLEMENTATION SUPPORT

Implementation assistance includes drafting the public hearing notice, assistance drafting staff reports and resolutions, and so forth. This task does not include mailing public hearing notices or counting protests, which would be conducted by District staff.

TASK 7: BOARD/PUBLIC MEETINGS

This task includes time for HEC to participate in a total of four Board meetings and/or public workshops as technical expert.

EXHIBIT B

Rates

EXHIBIT B

Rates

Total compensation for this project is not to exceed **\$24,000** as shown in detail in **Table 1** below.

Table 1
Total Compensation

Task	Staff		Total Estimated Cost
	Hansford \$170	Support \$115	
<i>Hourly Billing Rates</i>			
1. Project Management and Orientation	10	0	\$1,700
2. Data Collection and Development	8	6	\$2,050
3. Proposition 218 Fees	30	0	\$5,100
4. Proposition 26 & Connection Fees	22	0	\$3,740
5. Report	12	6	\$2,730
6. Implementation Support	8	0	\$1,360
7. Board/Public Meetings (4)	32	0	\$5,440
Total Staff Time Costs	122	12	\$22,120
Estimated Direct Expense (mileage reimbursement only)			\$500
Contingency and Rounding			\$1,380
Total Estimated Costs Rounded			\$24,000

Notes:

- HEC reserves the right to move budget between tasks, should one task be completed under the estimated amount, and another task be completed over the estimated amount.
- The cost estimate includes five trips to Georgetown (one in Task 1 for orientation, and four in Task 7 for public meetings). If additional trips are required, the cost per additional meeting is estimated at \$1,460; this includes two hours of preparation, four hours of travel time roundtrip, two hours for the meeting, and mileage reimbursement. HEC would bill for the actual number of hours incurred.
- Reimbursable expenses are estimated at \$500 for mileage reimbursement for five trips. Mileage reimbursement is charged at the Federal mileage reimbursement rate.
- Invoices are issued monthly with a brief description of services performed in the period, as well as percent of budget utilized, and are due on receipt.

RESOLUTION NO. 2018-38

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT FOR COST OF SERVICE STUDY AND RATE DESIGN –
AUBURN LAKE TRAILS WASTEWATER DISPOSAL SYSTEM WITH HANSFORD
ECONOMIC CONSULTING FOR AN AMOUNT NOT TO EXCEED \$24,000**

WHEREAS, the District issued a Request for Proposal on April 17, 2018, to select a qualified consultant to perform a Cost of Service Study and Rate Design – Auburn Lake Trails Wastewater Disposal System;

WHEREAS, four bids received on May 4, 2018 were reviewed by District Staff and Finance Committee who determined that Hansford Economic Consultant was the most qualified; and

WHEREAS, the contracted cost is not to exceed \$24,000.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN PUBLIC UTILITY DISTRICT THAT:

1. The professional services contract is awarded to Hansford Economic Consulting; and
2. The General Manager is authorized to execute a professional services contract with Hansford Economic Consulting in the amount not to exceed \$24,000 for the Cost of Service Study and Rate Design – Auburn Lake Trails Wastewater Disposal System.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 14th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Londres Uso, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-38 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 14th day of August 2018.

Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 14, 2018
AGENDA ITEM NO. 7.D.**

GDPUD

AGENDA SECTION: CONSENT CALENDAR

**SUBJECT: NOTICE OF COMPLETION FOR THE WALTON TANK #2
RECOATING PROJECT**

PREPARED BY: Gloria Omania, Project Assistant

APPROVED BY: Steven Palmer, PE, General Manager

BACKGROUND

The cleaning and recoating of one water storage tank at the Walton Lake Treatment Plant is a project included in the FY 2017-18 Operating Budget and the Five-Year Capital Improvement Plan. On April 10, 2018, the Board of Directors adopted Resolution 2018-27 awarding the construction contract and authorizing the General Manager to execute a contract with Unified Field Services Corporation in the amount of \$172,000 and authorized the General Manager to approve change orders not to exceed 10% of the contract amount.

DISCUSSION

On July 16, 2018, the final inspection was conducted by Bay Area Coating Consultants. The project was deemed complete and the tank was placed back in service on July 23, 2018. The Board needs to formally accept the work as complete and direct staff to file the Notice of Completion for the Recoating Walton Lake Treatment Plant #2 Water Storage Tank with the El Dorado County Recorder.

FISCAL IMPACT

The current total capital project budget is \$218,600. Project expenditures are listed below:

Construction Inspection and Management	\$ 29,400
Construction Contract	\$172,000
<u>Change Orders</u>	<u>\$ 0</u>
Total	\$201,400

Expenditures will be less than the Project budget. Funds for this project are in the FY 2017-18 Operating Budget and a budget adjustment is not needed.

CEQA ASSESSMENT

Categorically Exempt, CEQA Guidelines Section 15301, Existing Facilities; and Section 15061, No Possibility of Significant Effect on the Environment. The Project is limited to maintenance of existing facilities and does not involve an expansion of use.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt the attached Resolution accepting the completion of said work and directing to execute and file for record with the County Recorder.

ATTACHMENTS

1. Resolution 2018-39
2. Notice of Completion

RESOLUTION NO. 2018-39
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
ACCEPTING COMPLETION AND DIRECTING THE FILING OF
NOTICE OF COMPLETION FOR THE RECOATING OF THE WALTON
LAKE TREATMENT PLANT WATER STORAGE TANK #2 PROJECT

WHEREAS, on April 10, 2018, the Georgetown Divide Public Utility District (District) entered into a contract with Unified Field Service Corporation, Inc., a California Corporation, with its primary office located at 6300 Seven Seas Avenue, Bakersfield, CA 93308, hereinafter "CONTRACTOR" for the recoating of the interior and exterior of a water storage tank at the Walton Lake Treatment Plant, located at 8180 Balderston Road, Georgetown, CA 95623.

WHEREAS, the CONTRACTOR commenced work on the project on April 16, 2018; and

WHEREAS, the final inspection of the project was conducted on July 16, 2018, by Bay Area Coating Consultants and the project was deemed complete; and

WHEREAS, the storage stank was placed back in service on July 23, 2018.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN PUBLIC UTILITY DISTRICT THAT:

1. Acceptance of the completion of said work be, and it hereby made and ordered.
2. The General Manager is directed to execute and file with the County Recorded-Clerk of the County of El Dorado, State of California, Notice of Completion thereof, as required by law.

PASSED AND ADOPTED on this 14th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Londres Uso, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-39 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 14th day of August 2018.

Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Recording requested by:
Georgetown Divide Public Utility District

And when recorded mail this document to:
**Georgetown Divide Public Utility District
P.O. Box 4240
Georgetown, CA 95634**

For recorder's use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an officer of the owner of an interest of estate in the hereinafter described real property.
2. The full name and address of the undersigned owner is:

**Georgetown Divide Public Utility District
PO Box 4240, 6425 Main Street
Georgetown, California 95634**

3. The name and address of the direct contractor for the work of improvement described herein is:

**Unified Field Service Corporation, Inc.
6300 Seven Seas Avenue
Bakersfield, CA 93308**

4. This notice is given for completion of the work of improvement as described herein.
5. The work of improvement was accepted as completed upon the herein described property on August 14, 2018; below is a general description of the work of improvement completed:

Recoating of the Walton Lake Treatment Plant Water Storage Tank #2

6. The real property herein referenced is situated in the unincorporated area of the County of El Dorado, State of California, and is described as follows:

The Walton Lake Treatment Plant

7. The street address of said property is:

8180 Balderston Road, Georgetown, CA 95634

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

By: _____

Steven Palmer, P.E.
Clerk and ex-officio Secretary, Board of Directors
Georgetown Divide Public Utility District

VERIFICATION

I, Steven Palmer, state: I am the General Manger, Clerk, and ex-officio Secretary of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: _____, at Georgetown, California

Steven Palmer, P.E.
Clerk and ex officio Secretary, Board of Directors
Georgetown Divide Public Utility District

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 14, 2018
AGENDA ITEM NO. 7.E.**



AGENDA SECTION: CONSENT CALENDAR

SUBJECT: Approve Job Descriptions for Field Superintendent and Human Resources / Information Technology Specialist

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "S. Palmer", is written over the name "Steven Palmer" in the "APPROVED BY" line.

BACKGROUND

Last fiscal year's (FY 2017-2018) adopted operating budget included reclassification of the Lead Distribution Operator to Field Superintendent. Additionally, the adopted FY 2018-2019 Operating Budget approved by the Board on June 21, 2018, included a new Human Resources/Information Technology Specialist position that is essential for having a functional organization. These positions do not currently have written job descriptions defining the duties and qualifications of the positions. Written job descriptions are important not only for legal reasons, but also to communicate expectations and requirements to existing and potential employees.

The first job description is for Field Superintendent. This is a reclassification of the Lead Distribution Operator position. The Lead Distribution Operator is being reclassified as Field Superintendent because during Fiscal Year 2016-2017 the Lead Canal Operator position was eliminated and the Lead Distribution Operator began supervising the raw water (canal) operations. That change in job duties was reflected in the Fiscal Year 2017-2018 Operating Budget and organizational chart; however, until now the job description was not prepared or approved by the bargaining unit (International Union of Operating Engineers Stationary Engineers Local No. 39) or this Board of Directors.

The second job description is for Human Resources/Information Technology Specialist. This position was recommended by the General Manager during last year's (FY 2017-2018) budget presentation, however it was removed from that year's organizational chart due to budget constraints. The position was recommended again by the General Manager as part of this year's budget, and the position and budget were approved in the adopted Fiscal Year 2018-2019 Operating Budget. The Human Resources/Information Technology Specialist was created to perform, administer, and manage human resources, payroll, and information technology functions of the District. Until now the job description was not prepared or approved by the bargaining unit (Management and Confidential Employees Local No. 1) or this Board of Directors.

These job descriptions need to be approved by the Board of Directors.

DISCUSSION

Pursuant to California Code Section 3505, communication has been exchanged between the District and the International Union of Operating Engineers Stationary Engineers Local No. 39 and Management and Confidential Employees Local No. 1 regarding the approval of the job descriptions. Both bargaining units have agreed to the respective job descriptions. The signed agreements, with the job descriptions attached thereto, are included with this report as Attachments 1 and 2.

FISCAL IMPACT

The Field Superintendent and Human Resources/Information Technology Specialist positions are included in the FY 2018-2019 operating budget. A budget adjustment is not required by this action.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends that the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolutions approving the job descriptions for the positions of Field Superintendent and Human Resources/Information Technology Specialist.

ALTERNATIVES

- a) Request substantive changes to the Resolution(s) for staff to implement;
- b) Reject the Resolution(s).

ATTACHMENTS

1. Agreement with International Union of Operating Engineers Stationary Engineers Local No. 39, Field Superintendent
2. Agreement with Management and Confidential Employees Local No. 1, Human Resources/Information Technology Specialist
3. Resolution 2018-40 Approval of the Field Superintendent Job Description
4. Resolution 2018-41 Approval of the Human Resources/Information Technology Specialist Job Description

Georgetown Divide Public Utility District

Date: July 20, 2018

To: Local 39

From: Georgetown Divide PUD Board of Directors

RE: Counterproposal to Local 39 Proposal #11—Field Superintendent Classification

Background:

On October 6, 2017, Local 39 offered the following Proposal #11 regarding the addition of a Field Superintendent Classification to be included in the Local 39 bargaining unit.

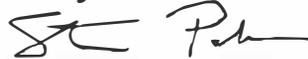
The District has proposed a draft job description and salary schedule for this position.

District's Counter Proposal:

Please see attached job description for the proposed Field Superintendent classification. Below is proposed salary schedule for the proposed Field Superintendent classification:

Step A: \$34.89/hour
Step B: \$36.63/hour
Step C: \$38.47/hour
Step D: \$40.39/hour
Step E: \$42.41/hour

By signing below, I understand that this tentative agreement shall not become final or binding until ratified by Local 39 and approved by the Georgetown Divide Public Utility District Board of Directors.



Steven Palmer, General Manager
Georgetown Divide PUD



Chuck Thiel, Business Agent
Local 39

Dated: July 23, 2018

Dated: 7-20-2018

JOB DESCRIPTION

July 2018

FIELD SUPERINTENDENT

Employee Name: Reports to: Operations Manager
Grade: Salary Range: \$35.87 to \$43.60 per hour
Status: Exempt Date:
Other: (i.e., Safety Sensitive, temporary, part-time, supervises, etc.)

Definition/Summary

Under general/administrative direction, the Field Superintendent plans, organizes, directs, and coordinates the maintenance and operations functions of the District's raw water and treated water transmission and distribution systems.

Essential Functions

- Plans, organizes, directs, and coordinates the maintenance and operations functions of the District's raw water and treated water transmission and distribution systems.
- Provides general management and administration to shops, building and grounds maintenance, electrical repair, and communications-control installation and maintenance.
- Provides, supervision, training, and work evaluation to field and shop staff.
- Reviews acquisition requirements and develops recommendations regarding the purchase, servicing, testing, inspection, and repair of automotive and maintenance equipment.
- Assists the Operations Manager with long range planning of District maintenance, construction, and operations functions.
- Inspects work in progress to ensure proper utilization of staff and equipment.
- Reviews employee effectiveness and personnel evaluations
- Executes plans for expansion, reduction, and shifting of maintenance and operations functions.
- Provides general coordination of maintenance and operations activities with other District functions.
- Monitors employee certification, training, and safety programs.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

Other Duties

- Provides input and review for the development and administration of construction contracts.
- Performs special projects as delegated by the Operations Manager.
- Represents District maintenance and operations functions with the public, contractors and representatives of other government agencies.

OT

- Performs related duties as assigned.

Job Standards/Specifications

Knowledge of:

- Principles, methods, and practices used in water and irrigation system maintenance, operations, and construction work.
- Principles, methods, and practices of automotive and construction equipment operation, use, maintenance, and repair.
- Principles, methods, and practices used in building maintenance, grounds maintenance, and landscaping.
- Principles, methods, and practices used in communications-control equipment installation, maintenance, and repair.
- Rules, regulations, and codes applicable to District maintenance, operations, and construction functions.
- District policies, rules, regulations, and procedures.
- Work safety standards and requirements.
- Principles of budget development and expenditure control.
- Principles of supervision, training, and management.

Ability to:

- Plan, organize, and direct the maintenance and operations functions of the District's raw water and treated water transmission and distribution systems.
- Oversee the establishment and maintenance of certification, training, and work safety programs.
- Perform comprehensive administrative reviews of work activities, costs, staffing requirements, equipment uses, and time requirements.
- Ensure the proper maintenance, operation, and repair of District equipment and facilities.
- Develop and control budgets.
- Effectively represent District maintenance and operations functions with the public, contractors, and other organizations.

Typical Physical Activities

- Operates District vehicles and equipment in raw water and treated water transmission and distribution facility maintenance, and repair work.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

1. Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.
2. Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground.
3. High temp: Considerable work time in hard manual labor in temperatures between 80-90 degrees.
4. Humidity: Work in areas with unusually high humidity.
5. Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
6. Noise: Occasionally there are unusually loud sounds.
7. Slippery surfaces: Occasional work on unusually slippery surfaces.
8. Oil: Some parts of the body in contact with oil or grease occasionally.
9. Dust: Works in or around areas with minor amounts of dust.
10. Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

Any combination of education and experience that would likely provide the necessary knowledge and abilities is qualifying.

A typical way to obtain the knowledge and abilities would be:

Experience: Broad and extensive work experience in performing maintenance, construction, and operations work for a water district, wastewater treatment agency, or other public agency with at least two years in a management or supervisory capacity.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

Possession of the appropriate certification as required by the California State Health Department.

General Certifications: Possess and maintain the appropriate certification as required by the California State Health Department. Certification(s) need to be finished and obtained either at date of hire or within an acceptability period of time, not to exceed 90 days from hire. Such as: CalOSHA Safety Certification, etc.

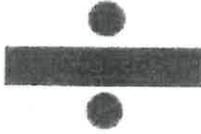
I have reviewed this Job Description with my Supervisor and agree with its contents.

Employee Signature Date

Supervisor Signature Date

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.

REMOVE BEFORE USE: The following Job Description is intended as a model or template for use within an organization. It is not intended as a final document. The individual districts that download and utilize this template should edit and modify the document to fit their own district and job specific duties. The JPIA is not engaged in rendering legal advice or professional legal services. Anyone creating a job description using this document should consult a qualified labor attorney or consultant before relying on it.



GEORGETOWN DIVIDE
Public Utility District

P.O. BOX 4240

PHONE (530) 333-4355

GEORGETOWN, CALIFORNIA 95921-4240

FAX (530) 333-2442

gd.pud.org

DATE: July 25, 2018 (transmitted by email)
TO: Jere Copeland, Business Agent
Public Employees' Union, Local One
FROM: Steve Palmer, General Manager
SUBJECT: **AGREEMENT TO ADDITION OF HUMAN RESOURCES / INFORMATION TECHNOLOGY SPECIALIST POSITION**

Pursuant to California Code Section 3505, this correspondence serves as a request from the Georgetown Public Utility District to meet and confer with Public Employees' Union, Local One, regarding the addition of the position of Human Resources / Information Technology Specialist to the District's organizational chart and approval of the job description.

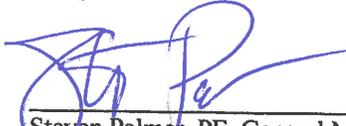
This new position of Human Resources / Information Technology Specialist is included in the FY 2018-2019 Operating Budget which was adopted by the GDPUD Board of Directors on June 21, 2018. The job description is attached for your review.

Please let me know if you have questions or need additional information. I look forward to discussing this further. If you are willing to forego a meeting in person, please indicate your willingness to agree to the new position and job description by signing below.

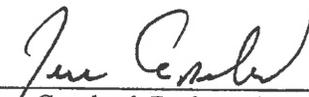
Attachment: *Human Resources / Information Technology Specialist Job Description*

AGREEMENT

By signing below, I understand that the Georgetown Divide Public Utility District and Public Employees' Union, Local One met and conferred in good faith over this matter as required by Government Code section 3500, et seq., and that this tentative agreement shall not become final or binding until ratified by Local One and approved by the Georgetown Divide Public Utility District Board of Directors.



Steven Palmer, PE, General Manager
Georgetown Divide Public Utility District



Jere Copeland, Business Agent
Public Employees' Union, Local One

Dated: 7/25/18

Dated: 7/25/18

July 2018

HUMAN RESOURCES/INFORMATION TECHNOLOGY SPECIALIST

Employee Name:
Grade:
Status: Non-Exempt
Other: Confidential

Reports to: General Manager
Salary Range: \$26.54-\$35.56 per hour
Date:

Definition/Summary

Under general supervision by the General Manager, performs a variety of technical, confidential, and routine professional duties in support of recruitment and selection, classification and compensation administration, benefits administration, risk management, and workers' compensation; to serve as a resource to departments and employees; performs related duties as required.

Plans, organizes, and directs the information technology functions and services of the District; oversees the acquisition, use, and maintenance of information technology equipment and software. Plans, organizes, and directs the payroll functions and services of the District with assistance from an outside vendor.

Essential Functions

- Assists with recruitment process including developing plans, schedules, advertisements, screening, and testing.
- Prepares, posts, and distributes job announcements.
- Distributes, tracks, and collects job applications; and schedules job interviews.
- Schedules job interviews.
- Coordinates background checks and pre-employment and post-employment physical exams or screenings.
- Prepares, maintains and processes personnel documents, files, records, including the Department of Motor Vehicle license reporting.
- Maintains and administer drug testing program.
- Processes personnel action forms and other employee changes in database.
- Ensures timely performance evaluations and appropriate actions.
- Administers COBRA and employee benefit program.
- Assists with maintaining employee work and time records.
- Assists with the development and revision of classification specifications, collects salary and benefit information.
- Works with the District's payroll vendor to direct the payroll functions of the District.
- Maintains and updates employee payroll deduction information.
- Prepares payroll reports and summaries for retirement systems and taxing authorities.
- Reviews payroll records and updates information regarding federal and State withholdings.
- Prepares and distributes payments to insurance agencies and others receiving monies from payroll withholdings.
- Prepares periodic reports on wages paid; annually prepares and distributes W-2 forms.
- Researches and corrects payroll discrepancies.

- Prepares payroll for approval by General Manager or designee.
- Coordinates Workers' Compensation claims and other claims against the District with the General Manager and third-party administrators, participates in the administration of risk management functions.
- Maintains effective working relationships with employees, Board, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.
- Assists the General Manager with long range planning of District information technology functions, including the acquisition of equipment and software.
- Performs a variety of general office support duties.

Other Duties

- Maintains organization chart.
- Serves as a liaison between District and information technology vendors, including ensuring coordination for proper repair and maintenance of District technology equipment.
- Uses a computer and appropriate software in processing the District payroll.
- Answers a variety of questions concerning leave balances, payroll discrepancies, and net payments for District staff.
- Performs related duties as may be assigned.

Job Standards/Specifications

Knowledge of:

- Federal and state laws, rules, and regulations relating to public entity employment practices, including payroll, payroll management, tax reporting, employee benefit programs.
- District's policies, rules, and regulations.
- Public human resources administration.
- Principles and practices of recruitment, testing, interviewing, and selection.
- Methods and practices of financial and statistical record keeping.
- Principles and practices of information technology systems, scheduling, and equipment utilization.
- Computerized management information and fiscal systems (e.g. computer database programs, finance software, email programs, office computer software).
- Information technology equipment operation and maintenance.
- Application of information technology methods to the operations and services of the District.

Ability to:

- Develop and administer recruitment programs.
- Conduct research, perform analysis, and prepare reports.
- Maintain accurate records.
- Perform financial and personnel accounting work observing strict confidentiality.
- Make mathematical calculations quickly and accurately.
- Plan, organize, coordinate, and direct the information technology functions of the District.
- Analyze potential information technology applications and coordinate development of applications to achieve desired results.
- Maintain confidentiality of personnel matters.
- Communicate clearly and concisely both verbally and in writing.

- Provide advice and consultation on use and development of information technology systems for District management and staff.
- Effectively represent the District's information technology functions with users and vendors.
- Establish and maintain effective working relationships with those contacted in the course of work.

Typical Physical Activities

- Works at a desk for an extended period of time.
- Works in an office environment, lift and move objects up to 15 pounds such as large binders, books, and small office equipment.
- Sufficient finger/hand coordination and dexterity to operate and adjust office equipment.
- Regularly uses a telephone for communication.
- Uses office equipment such as computers, copiers, and FAX machines.
- Sits for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

1. Exposure to the sun: 10% or less work time spent outside a building and exposed to the sun.
2. Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Desirable Qualifications

Any combination of education and experience that would likely provide the necessary knowledge and abilities is qualifying.

Education: Completion of a high school diploma or equivalent with college courses in business administration, finance, accounting, human resources management, or closely related field. Education requirement may be substituted with equivalent years of experience.

Experience: Three years of increasingly responsible experience in administrative/personnel system development and administration, with experience in payroll and/or benefits administration.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

RESOLUTION NO. 2018-40
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE JOB DESCRIPTION FOR THE POSITION OF
FIELD SUPERINTENDENT

WHEREAS, on June 29, 2017, the Board of Directors of the Georgetown Divide Public Utility District (“District”) adopted the Fiscal Year 2017-2018 Operating Budget; and

WHEREAS, the FY 2017-2018 Budget includes an organization chart reclassifying the Lead Distribution Operator to Field Superintendent in recognition of the expanded duties and responsibilities; and

WHEREAS, the position of Field Superintendent is included in the FY 2018-2019 Budget;

WHEREAS, pursuant to California Government Code Section 3505, the District’s General Manager requested a meet and confer with the International Union of Operating Engineers Stationary Engineers Local No. 39 (the “Union”) over the addition of the position; and

WHEREAS, the Union’s business agent signed a tentative agreement indicating the Union’s willingness to agree to the new position and its job description. **Attachment 1** to this Resolution is the signed agreement, with the job description contained as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS that the job description for the position of Field Superintendent is approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 14th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Londres Uso, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-40, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 14th day of August 2018.

Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

RESOLUTION NO. 2018-41

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE JOB DESCRIPTION FOR THE POSITION OF
HUMAN RESOURCES/INFORMATION TECHNOLOGY SPECIALIST**

WHEREAS, on June 21, 2018, the Board of Directors of the Georgetown Divide Public Utility District adopted the Fiscal Year 2018-2019 Operating Budget; and

WHEREAS, the FY 2018-2019 Budget includes an organization chart identifying a Human Resources/Information Technology Specialist position for a minimally staffed organization; and

WHEREAS, the position of Human Resources/Information Technology Specialist is included in the FY 2018-2019 Budget;

WHEREAS, pursuant to California Government Code Section 3505, the District's General Manager requested a meet and confer with the Public Employees Union, Local One (the "Union") over the addition of and the job description for the Human Resources/Information Technology Specialist position; and

WHEREAS, the Union's business agent signed a tentative agreement indicating the Union's willingness to agree to the new position and its job description. **Attachment 1** to this Resolution is the signed agreement, with the job description contained as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS that the job description for the position of Human Resources/Information Technology Specialist is approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 14th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Londres Uso, President Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-42, duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 14th day of August 2018.

Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 14, 2018
AGENDA ITEM NO. 8.C.**



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT: GENERAL MANAGER'S REPORT

PREPARED BY: Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "S. Palmer", is written over the name "Steven Palmer" in the "PREPARED BY" line.

PROJECTS

- Completed repair/lining of three small ditch/canal segments
- Ditch lining (funded by CABY will begin construction after irrigation season is over
- Starting process to select engineers to deliver Treated Water Line Replacement and Main Canal Reliability Projects from the Capital Improvement Plan
- Initial submittal has been made to State for financing for meter replacement

UPCOMING BOARD ITEMS

September

- Sanitary Sewer Management Plan Update
- Presentation Regarding Retirement Funding
- Fiscal Year 2017-2018 Budget Year End Comparison
- Irrigation Season End Date

October

- Review Irrigation Ordinance
- Approve Emergency Response Plan
- Communication/Outreach Professional Services Agreement

Future

- Update Financial Reserve Policy
- Board Policy Updates
- Accounting/Finance Software Contract
- Wastewater Fee Review
- Capital Facility Charge Update
- District Fee Update
- Personnel Manual
- Memorandum of Understanding – Local 1





El Dorado Disposal











GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Manager's Report for August 2018

Presented to the GDPUD Board of Directors by Darrell Creeks, Operations Manager

August 14, 2018, AGENDA ITEM #8.D.

Water Production for the Month of July

Auburn Lake Trails Water Treatment Plant

35.508 million gallons
1,145,419 gallons/day average

Walton Lake Water Treatment Plant

35.760 million gallons
1,153,548 gallons/day average

Water Quality Monitoring

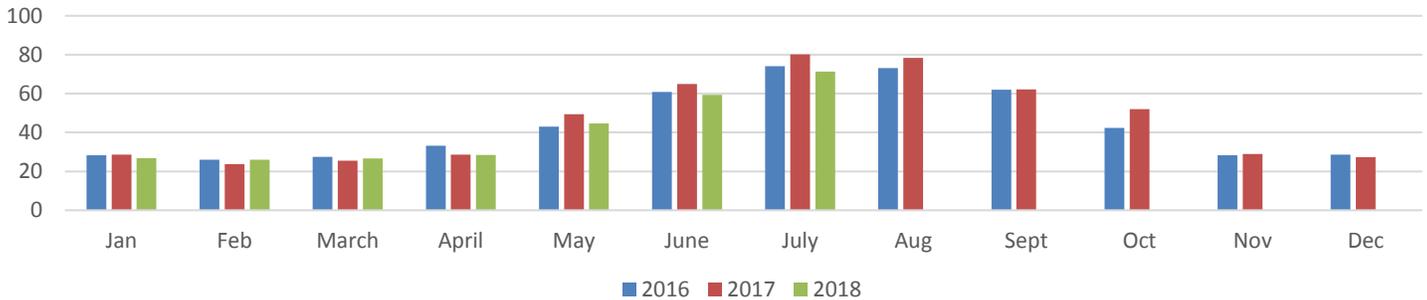
Monitoring has been completed and reports have been submitted to the State Water Resources Control Board.

- ✓ The treatment plants are in compliance with all drinking water standards, with the exception of the ALTWTP which is currently under a SWRCB Compliance Order. To comply with this Order, a new plant is under construction.
- ✓ Distribution system monitoring results showed all samples absent/negative of any bacteriological contamination and adequate levels of disinfection through the system.

Stumpy Meadows Volume (Acre-FT)



Chart Water Production (MG)



Waste Water: Auburn Lake Trails

Average daily flows in the community disposal system were 16,845 gallons per day. This value does not exceed the limit of 71,800 gallons per day as identified in the Waste Discharge Requirements. A new magnetic flowmeter has been installed to improve accuracy.

The District has, to date, completed all required laboratory monitoring of groundwater, surface water and wastewater effluent.

The District is currently up to date in the monitoring of waste water systems in the zone.

Summary of Field Work Activities

Distribution Crew

- ✓ Repaired leaks: 11
- ✓ Repair/replace meters: 0
- ✓ Installed new service: 7 treated
- ✓ Adjusted altitude and pressure reducing valves

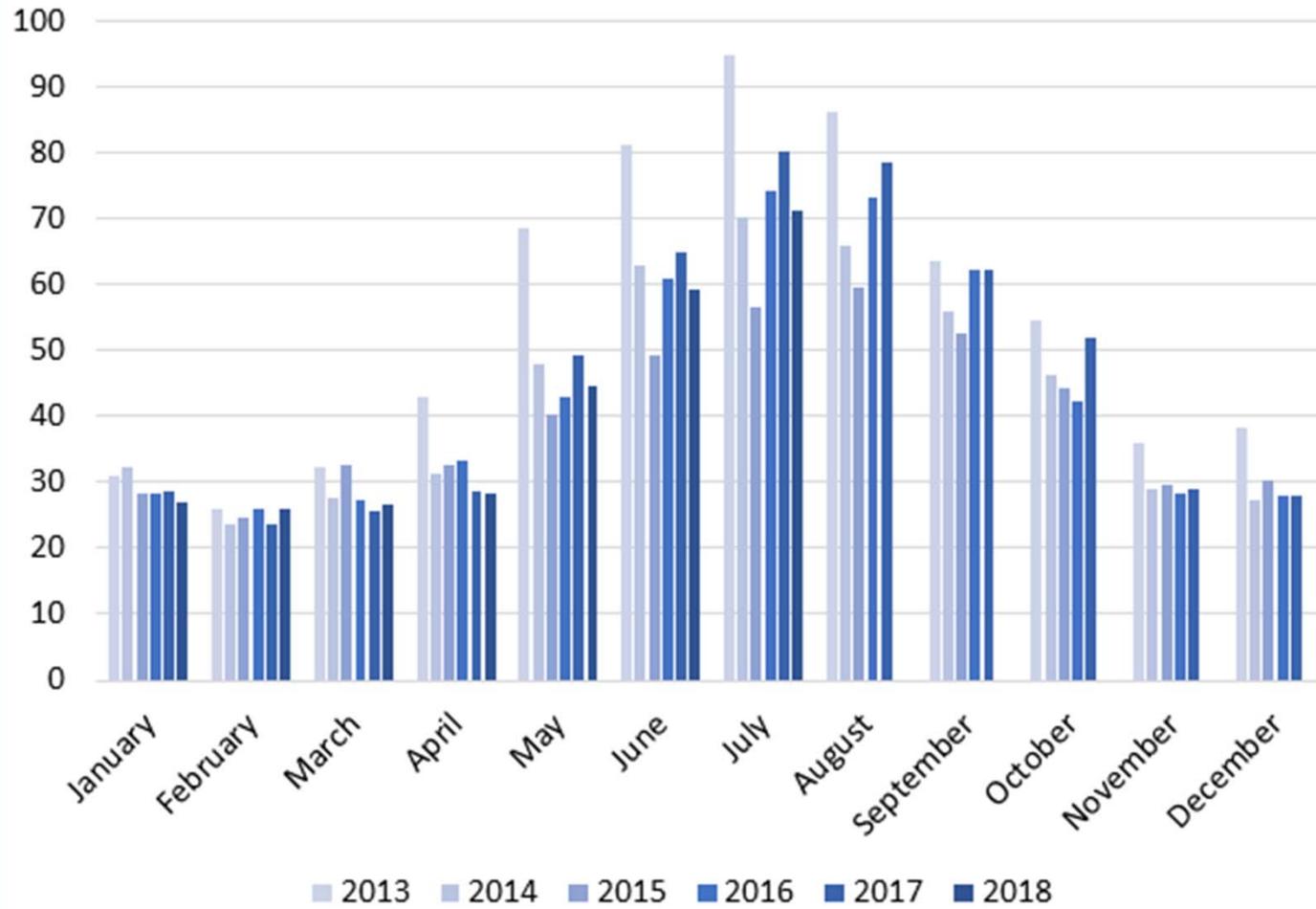
Maintenance Crew

The maintenance crew continued to use the excavator and brush cutters to clean canals. Trying to stop leaks in high priority areas where properties could be impacted. They prepped three areas for emergency gunite work.

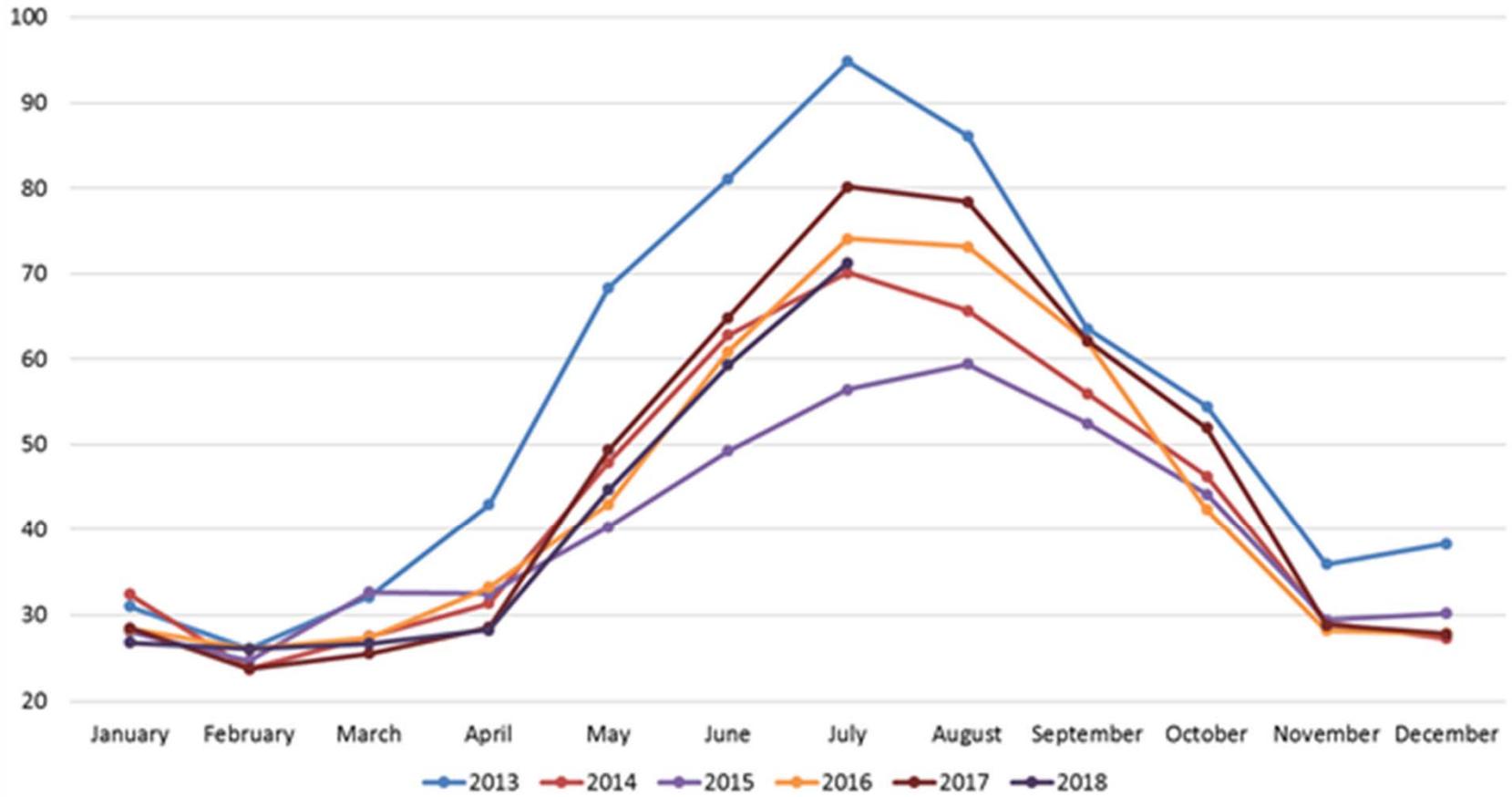
Georgetown Divide Public Utility District

6425 Main Street P.O. Box 4240, Georgetown, CA 95634 • (530) 333-4356 • www.gd-pud.org
Steven Palmer, PE, General Manager • Darrell Creeks, Operations Manager

Water Production 2013-2018

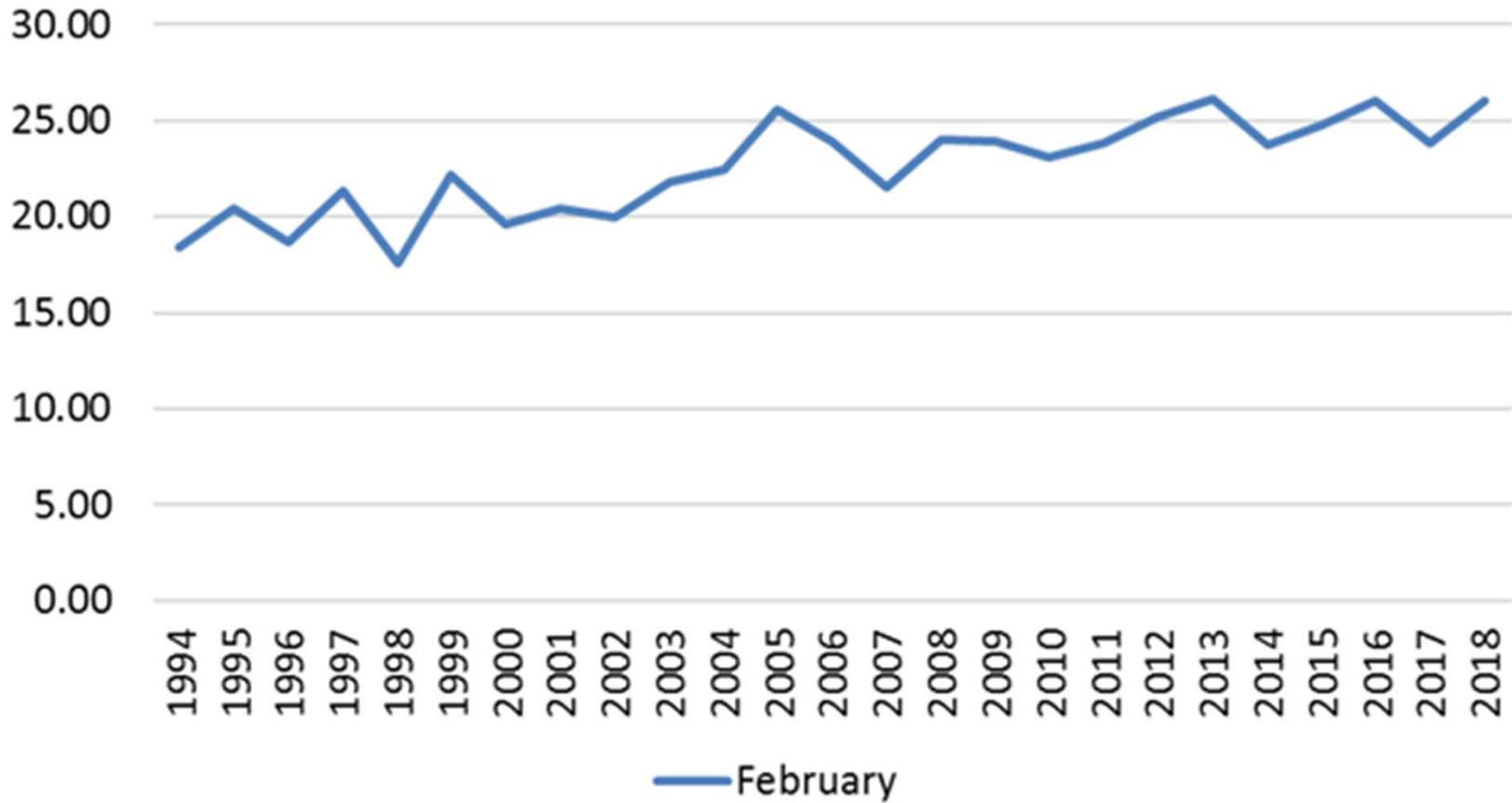


Water Production 2013-2018

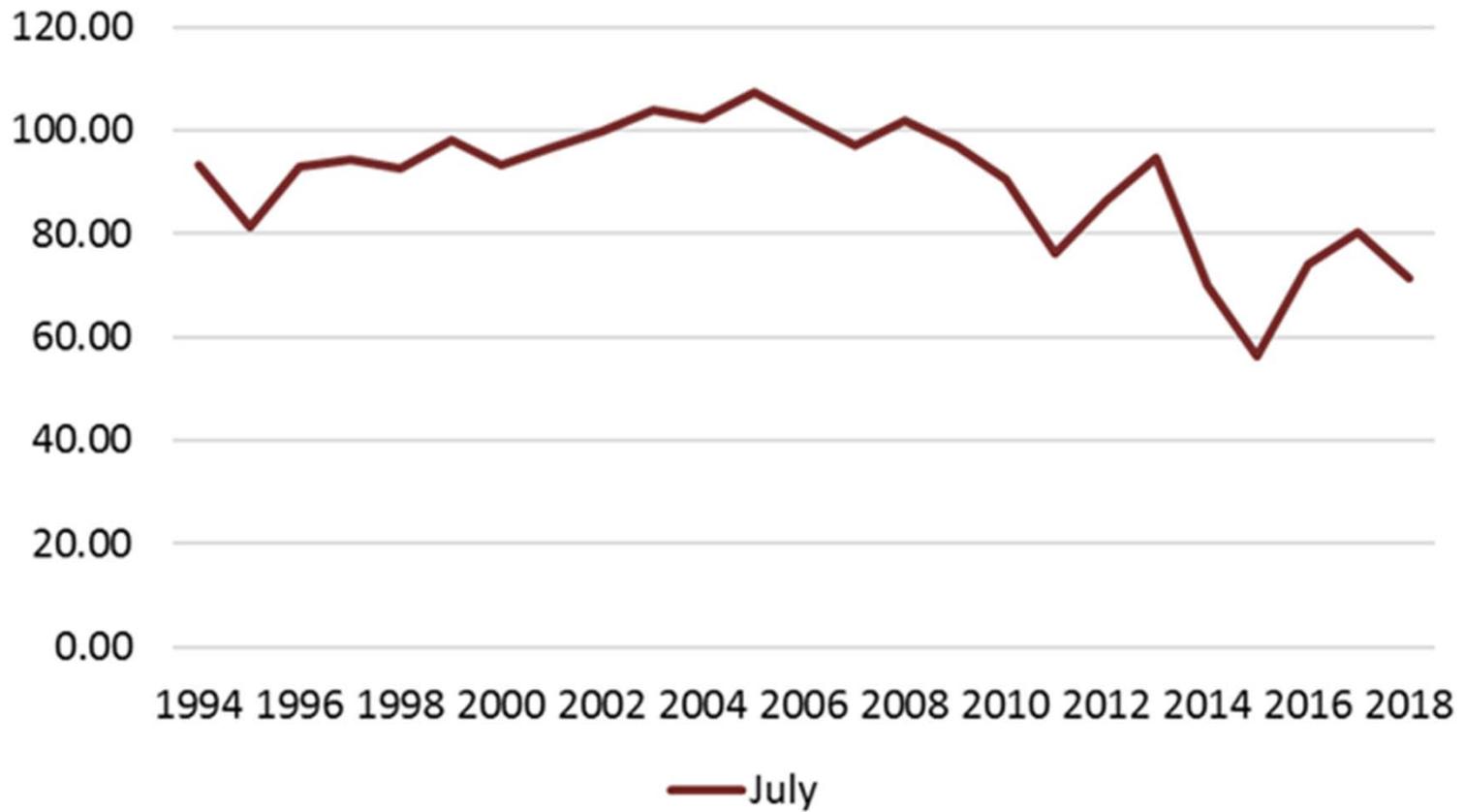


	Production (MG)										
Month	2013	2014	2014-2013	2015	2015-2013	2016	2016-2013	2017	2017-2013	2018	2018-2013
January	31.007	32.402	4.50%	28.099	-9.38%	28.388	-8.45%	28.532	-7.98%	26.832	-13.46%
February	26.092	23.744	-9.00%	24.737	-5.19%	26.033	-0.23%	23.775	-8.88%	26.035	-0.22%
March	32.142	27.494	-14.46%	32.665	1.63%	27.404	-14.74%	25.518	-20.61%	26.716	-16.88%
April	42.946	31.399	-26.89%	32.48	-24.37%	33.234	-22.61%	28.59	-33.43%	28.27	-34.17%
May	68.355	47.939	-29.87%	40.305	-41.04%	43	-37.09%	49.371	-27.77%	44.702	-34.60%
June	81.1	62.823	-22.54%	49.27	-39.25%	60.883	-24.93%	64.855	-20.03%	59.287	-26.90%
July	94.863	70.101	-26.10%	56.43	-40.51%	74.112	-21.87%	80.173	-15.49%	71.268	-24.87%
August	86.104	65.708	-23.69%	59.413	-31.00%	73.137	-15.06%	78.418	-8.93%		
September	63.577	55.955	-11.99%	52.491	-17.44%	62.053	-2.40%	62.179	-2.20%		
October	54.448	46.302	-14.96%	44.167	-18.88%	42.353	-22.21%	51.971	-4.55%		
November	35.964	29.07	-19.17%	29.474	-18.05%	28.241	-21.47%	28.853	-19.77%		
December	38.351	27.261	-28.92%	30.216	-21.21%	27.883	-27.30%	27.826	-27.44%		

February (Winter)



July (Summer)



REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF August 14, 2018
Agenda Item No. 8.E.



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT: ALT WATER TREATMENT PLANT PROJECT UPDATE

PREPARED BY: George Sanders, Engineering Consultant

APPROVED BY: Steven Palmer, PE, General Manager

This is a summary of the various work activities at the ALT Treatment Plant for the month of July. Attachment 1 is an updated flyer that will be posted on the District's website and Facebook.

In addition to the construction work performed by Myers & Sons, the District is also under contract with NEXGEN for Construction Management, PSOMAS for Engineering Support during construction, Youngdahl Consulting Group for Material Testing, and Foothill Associates for CEQA compliance.

Myers & Sons Construction

Construction activities at the site, during the month of June, have concentrated in the Filter Building, the Raw Water Pump Station Building, together with miscellaneous Site Improvements.

- Filter Building – This is the largest building at the site, approximately 5,500 SF. It is a metal building on a concrete slab with exterior footings. The Chlorine Contact Basin is below grade and under the center portion of this building.

Work activities during this reporting period have concentrated on the installation of the soda ash and chlorine feed systems, chemical storage tanks, extension of the domestic water and extension of the raw water lines.

- Raw Water Pump Station Building – This is a metal building on a concrete slab with exterior footings, consisting of approximately 1350 SF.

Work activities within this building have concentrated on the installation of wire in the electrical control pane, placement of pipe supports and installation of the Polymer and Chlorine feed systems.

- Site Improvements – Site improvements have consisted of the relocation of the backwash water pump station together with the installation of above ground conduits and connection of electrical to equipment.

PSOMAS

This firm is under contract with the District to provide Engineering Support during construction. Primary functions consist of the review of contractor submittals, requests for information (RFI) and to provide added clarity on various construction related matters.

Youngdahl Consulting Group

This firm is under contract to provide the material testing of soils and concrete. This firm has not performed any material testing during this reporting period.

Foothill Associates

This firm is under contract with the District to assist with CEQA compliance together with implementation of the Storm Water Pollution Prevention Plan (SWPPP). This firm has not performed any work activities during this reporting period.

SWPPP – Myers & Sons

Under the construction contract, Myers & Sons is responsible for the installation and maintenance of the storm water improvements together with the inspection and reporting of individual storm events. There were no qualifying rain events during the month of June.

NEXGEN

This firm is under contract with the District to provide Construction Management Services. NEXGEN is currently providing daily construction inspection at the site.

Budget

Project expenses since start of construction as compared to budget are summarized in the table below. At this point, projected expenditures are within the approved project budget.

Phase	Expended to Date	Budget
Construction	\$ 8,811,562	\$ 11,249,000
Construction Engineering, Construction Management, and Environmental	\$ 577,738	\$ 1,076,226
Total	\$ 9,389,300	\$ 12,325,226

Contract Change Orders

There were no Contract Change Orders processed during this reporting period. Contract Change Orders are summarized as follows:

- Contract Change Order Number 1 resulted in a net increase in the contract amount by \$39,772. This Change Order was identified at the regular Board meeting in September.
- Contract Change Order Number 2 resulted in a net decrease in the contract amount by <\$970.41>. This Change Order was identified at the regular Board meeting in October.
- Contract Change Order Number 3, a no cost change order, increased the contract time by 17 days due to weather related days during the months of March, April, May and June of this year. This Change Order was identified at the regular Board meeting in November.
- Contract Change Order Number 4 resulted in a net increase in the contract amount by \$12,184.00. This Change Order relates to the placement of additional backfill material in the sludge drying beds and was identified at the regular Board meeting in February.

- Contract Change Order Number 5 resulted in a net increase in the contract amount by \$20,922. This change order relates to the addition and upgrade of miscellaneous pipe supports to meet current seismic requirements together with an upgrade of moisture resistant sheetrock in all rooms within the Filter Building. This Change Order was identified at the regular Board Meeting in June.

State SRF Payment Requests

The District has received thirteen reimbursement payments from the State Revolving Fund Loan Agreement for a total amount of \$ 7,178,491. The first payment was received during the month of June in the amount of \$ 1,157,141. The second payment was received in August in the amount of \$ 439,850. The third payment was received in September in the amount of \$ 68,457. The fourth payment was received in October in the amount of \$ 540,675. The fifth payment was received in November in the amount of \$ 497,125. The sixth payment was received in December in the amount of \$ 550,310. The seventh payment was received in January in the amount of \$ 1,047,320. The eighth payment was received in February in the amount of \$218,722. The ninth payment was received in March in the amount of \$350,605. The tenth payment was received in March in the amount of \$ 891,256. The eleventh payment was received in April in the amount of \$ 766,107. The twelfth payment was received in the month of May in the amount of \$395,007. The thirteenth payment was received in the month of June in the amount of \$ 255,916. At the time of this report, the District has two outstanding reimbursement requests. The first in the amount of \$513,640 and the second in the amount of \$240,040.

Information contained in this report will be supplemented with project-related photos. This concludes the ALT update for work activities during the month of July. Staff remains available to answer questions.

ATTACHMENTS

1. Project Update #15

A Presentation for the
GDPUD Board of Directors
August 14, 2018

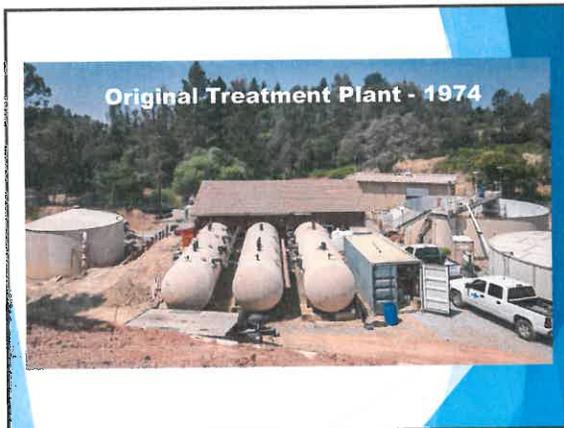
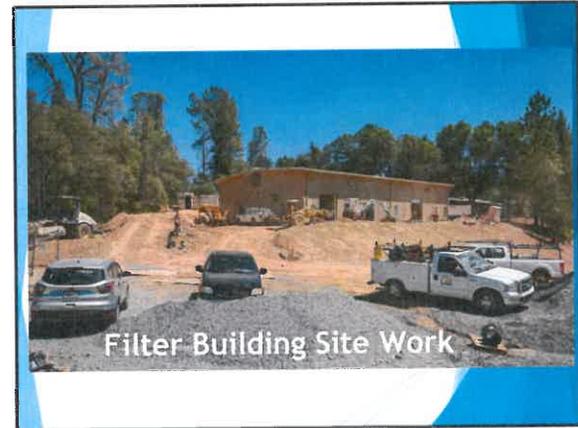
**Summary of
Work Activities at ALT Plant
July 2018**

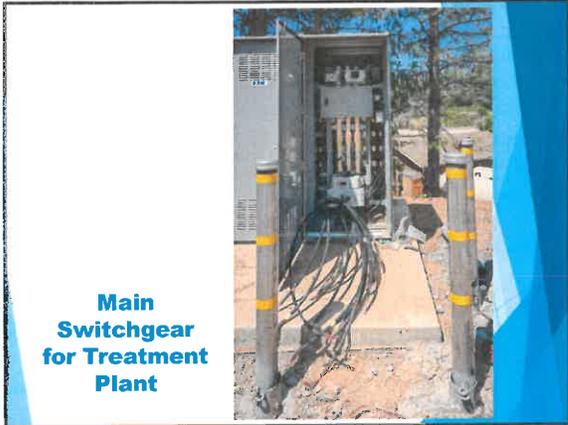


ALT Water Treatment Plant Project Partners



Logos for project partners: MYERS Construction, PSOMAS Engineering Support, YOUNGDAHL CONSULTING GROUP INC. Materials Testing, Foothill Associates Environmental Consulting, Planning, Landscape Architecture, CEQA Compliance and SWPPP, and NEXGEN Construction Management.





STATE SRF PAYMENTS RECEIVED			
CLAIM NO.	CONSTRUCTION	CONST MGMT & ADMIN	AMOUNT
1	1,101,614	55,527	1,157,141
2	439,850	0	439,850
3	0	68,457	68,457
4	540,675	0	540,675
5	395,965	101,200	497,125
6	550,310	0	550,310
7	952,916	94,404	1,047,320
8	218,722	0	218,722
9	350,605	0	350,605
10	830,366	60,890	891,256
11	744,230	21,877	766,107
12	329,492	65,515	395,007
13	255,916	0	255,916
TOTALS	6,768,611	467,870	7,178,491
CLAIMS SUBMITTED FOR PROCESSING			
14	509,295	4,345	513,640
15	192,102	144,834	336,926



**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 14, 2018
AGENDA ITEM NO. 9.A.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: APPROVE PLAN FOR REVIEWING AND GATHERING PUBLIC INPUT ON UPDATES AND CHANGES TO THE IRRIGATION ORDINANCE

PREPARED BY: Gloria Omania, Administrative Assistant

APPROVED BY: Steven Palmer, PE, General Manager

Handwritten signatures in blue ink, including one that appears to be "Gloria Omania" and another that appears to be "Steven Palmer".

BACKGROUND

The Georgetown Divide Public Utility District (District) provides irrigation service to customers under rules and regulations adopted by Ordinance 2005-01 (Attachment 1). At the Board meeting on February 13, 2018, the Board expressed their desire to review and update the irrigation ordinance and directed the General Manager to bring back such a plan that would include an opportunity for customer input.

At the Board meeting of March 13, 2018, the General Manager informed the Board that the numerous changes to the irrigation ordinance that have previously been identified would require important policy decisions by the Board. The General Manager recommended that Staff conduct a series of public workshops to gather input from the community, analyze their suggestions, and make recommendations to the Board on potential updates and changes to the ordinance.

After considering the General Manager's recommendation, the Board expressed a desire to participate in the public workshops and requested that Staff notice and facilitate the workshops according to the Brown Act to allow for full participation by the Board.

DISCUSSION

In accordance with Board feedback from the March 3, 2018 Board meeting, Staff developed the Irrigation Ordinance Update Plan included with this report as Attachment 2.

The Plan consists of two Board workshops, and a regular Board meeting. The first workshop will provide information about the District's current irrigation ordinance and allow for public suggestions on changes that the District should consider. The goal of the workshop is to educate and inform the participants, and to gather suggestions on changes that the District should consider. After the conclusion of the first workshop, Staff will thoroughly analyze these suggestions. Staff will present the suggestions, together with the corresponding analysis, at the second workshop. The goal of the second workshop is to get direction from the Board on which suggestions to implement or analyze in more detail.

After the conclusion of the second workshop, Staff will draft an updated irrigation ordinance for the Board to consider at a future regular Board meeting.

FISCAL IMPACT

The costs associated with holding these public workshops are estimated to be \$2,500 for staff time, meeting materials, and facility rental.

RECOMMENDED ACTION

Staff recommends that the Board of Directors by motion action approve the plan for reviewing and gathering input from the public on potential updates and changes to the Irrigation Ordinance.

ATTACHMENTS

1. Ordinance 2005-01
2. Recommended Plan

ORDINANCE 2005-01

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS
FOR IRRIGATION SERVICE IN THE GEORGETOWN DIVIDE
PUBLIC UTILITY DISTRICT

BE IT ENACTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, County of El Dorado, State of California, as follows:

The rules and regulations for irrigation service within the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ("District") are adopted by the Board of Directors of said District as hereinafter set forth.

SECTION 1. General Conditions:

(a) Control of System: District Works shall be under exclusive control and management of District personnel duly appointed by the Board of Directors.

(b) The District shall not be liable for interruption, shortage or insufficiency of irrigation water supply, or for any loss or damage occasioned thereby.

(c) The District shall not be liable for damage to person or property resulting directly or indirectly from privately owned conduits, meters or measuring devices.

(d) Irrigation water is used at the customer's own risk and the customer agrees to hold the District, its officers and employees free and harmless from liability and damages that may occur as the result of defective water quality, shortages, fluctuation in flow or pressure, interruptions in service or for failure to deliver water.

(e) Pumping of water by the customer is done at the customer's risk. The District assumes no liability for damage to pumping equipment or other damages as a result of turbulent water, shortages, excess of water or other causes.

(f) No purchaser of water from the District acquires a proprietary or vested right by reason of use. No purchaser acquires a right to resell water or to use for a purpose other than that for which it

was applied nor to use it on premises other than indicated on the application. The terms, conditions, priorities and allocation of irrigation service may be altered and amended by the Board of Directors. The District does not guarantee irrigation service customers the right to future service.

(g) The District expressly asserts the right to recapture, reuse and resell all waters originating from District Works.

(h) Ditchtenders and other agents of the District shall have access to all lands irrigated from its water system and to all conduits for the purpose of inspection, examination, measurements, surveys or other necessary purposes of the District with the right of installation, maintenance, control and regulation of all meters and other measuring devices, gates, turnouts and other structures necessary or proper for the measurement and distribution of water.

(i) No bridges, crossing, pipe or other structures shall be placed in or over a canal without written permission of the District. Maintenance of the canal crossings shall not be the District's responsibility but shall rest with the owner of the crossing. Where the owner fails to maintain the crossing, the District may perform the necessary repairs or removal at the expense of the owner. Notice of the District's intent will be given, if possible, to the owner prior to the work commencing.

(j) No rubbish, garbage, refuse, chemicals or animal matter from any source may be placed in or allowed to be emptied into any ditch, canal or reservoir of the District.

(k) District canals or reservoirs shall not be used for swimming or bathing.

(l) Livestock shall not be permitted to contaminate the water supply nor destroy or damage the canal system or use thereof. Property owners are liable for any damage due to livestock.

(m) No conveyance system shall cause a cross connection with the District's water system with any other source of water.

(n) No buildings, corrals or other structures, fences, trees, lines or bushes shall be permitted upon rights-of-way or use thereof be made in any way except by written authority of the District. Construction of

fences and/or gates is not permitted without written approval of the specifications by the General Manager.

(o) Violation of Rules and Regulations: Failure to comply with rules and regulations of the District shall be sufficient cause for terminating irrigation service as determined by the Board of Directors.

(p) Any person dissatisfied with any determination of the District management shall have the right to appeal to the Board of Directors.

(q) Amendments: The Board of Directors of the District may at their discretion alter, amend or add to these rules and regulations. The Board of Directors will follow applicable laws during this process.

SECTION 2. Application for an Irrigation Service Account:

(a) No irrigation service will be rendered until a complete application for an Irrigation Service Account has been approved and is on file at the office of the District. Applications will be accepted between January 1st and March 1st for the impending irrigation season. The application for service shall state that the customer agrees to abide by the terms and conditions for service as established in the Irrigation Ordinance.

(b) Applications will be approved where the District Works have sufficient capacity to meet service requested. Applications will be considered for approval utilizing the following priority system:

- Priority 1. Applications for Irrigation Service to parcels that received irrigation service during the immediate past irrigation season.
- Priority 2. Applications for Irrigation Service to parcels with the most recent active Irrigation Service Account during the previous ten (10) irrigation seasons
- Priority 3. New applications for irrigation service to parcels that have been made after the 2003 irrigation season with priority established by the earliest season applied for. Applications and priority are specific to the section of ditch the parcel is located near.

Competing applications within the same priority level, will be determined by public lottery.

(c) Applications for an increase to service will receive Priority 3 status for the requested increase.

(d) Applications must in all cases be signed by the holder of title to the property requesting irrigation service. If the property requesting irrigation service is leased, two months of charges must be paid in advance. The landowner of leased property shall be responsible for all charges or assessments.

(e) Applications for an Irrigation Service Account to benefit a parcel of land that is not adjacent to the District Works must be accompanied by a legally recorded easement that allows the conveyance of water to the parcel requesting irrigation service. The easement shall grant the District the right of ingress and egress for inspection, installation and maintenance purposes.

(f) New applications for Out-of-District Irrigation Service Accounts will not be approved by the Board of Directors. An existing Out-of-District Irrigation Service Account that is inactive for two or more years will be deleted from the District's accounts and the service will be permanently removed.

SECTION 3. Distribution of Water:

(a) The irrigation season shall generally be from May 1 through October 1 of each year. The Board of Directors shall consider changes to the irrigation season to respond to climactic conditions and may implement such changes by a majority vote.

(b) The District does not guarantee irrigation water under pressure from the District Works. Pressure requirements of the customer are the sole responsibility of the customer and the District shall not be liable for any damage to equipment used to provide pressure to the customer.

(c) Water is distributed under continuous flow. Water must be used continuously during all days and nights including holidays and Sundays and no allowances shall be made for failure to use water when it is made available. Failure to use water on schedule shall not entitle the customer to any rebate.

(d) Irrigation service is provided for the entire irrigation season. Customers shall pay for irrigation service for the entire irrigation season regardless of their interest or ability to use water.

(e) When interruptions to irrigation service due to failure of the District Works extend beyond five (5) days, proportionate adjustments for such water loss will be made.

(f) Irrigation customers shall pay a proportionate amount for irrigation service when the irrigation season is extended or shortened by the Board of Directors.

(g) Unauthorized connections or the taking of water in an amount greater than applied and paid for, by any means, is a misdemeanor under California Penal Code Section 498 and shall be subject to criminal prosecution under Section 498 and any other applicable laws. In addition, the District may bring a civil action for damages and may refuse future service to the parcel.

(h) Irrigation customers shall prevent any unnecessary or wasteful use of water. Should a customer permit wasteful use of water, the District may discontinue service if such condition is not corrected within five (5) days after giving the parcel owner written notice of intention to terminate service.

(i) No more than one parcel shall be served through each Irrigation Service Account except with the prior written approval of the Board of Directors. Any such approval shall be recorded against each parcel with the caveat that the agreement expires upon any change of ownership. Each Irrigation Service Account shall have independent service lines and sumps.

(j) The minimum irrigation service for each Irrigation Service Account shall be one miner's inch, from the open ditch system, and one-half miner's inch from the irrigation pipeline system. In the future, the District may consider reducing the minimum irrigation service to one-half miner's inch from the open ditch system and one-quarter miner's inch from the irrigation pipeline system.

(k) All pumped services shall utilize a sump provided by the customer and acceptable to the District.

(l) All Irrigation Service Accounts must have an appropriate measuring device which shall be installed by the District. The customer shall pay the cost thereof including costs of installation. The District shall approve the location of the measuring device.

(m) Customers receiving irrigation service who request a change in flow rate during the season shall be charged a fee set by the Board of Directors for the adjustment.

(n) Replacement of measuring devices shall be at the expense of the customer if the replacement is necessary due to abnormal wear or abuse.

(o) Alternate Boxes -The Board of Directors shall not approve any new applications for Alternate Boxes.

(p) Unusual costs incurred by the District to provide irrigation service shall be paid in full by the applicant or customer. An estimate of the expense shall be approved by the property owner prior to work commencing.

SECTION 4. Charges, Rates and Billings:

(a) The District will maintain a uniform rate schedule which may be changed from time to time upon action of the Board of Directors. The rate schedule, by reference, is attached hereto and made a part of these rules and regulations.

(b) Irrigation billings are made bi-monthly (every two months) in advance.

(c) All penalties shall be charged as outlined on the billings

(d) Disconnected irrigation service accounts shall pay a fee to re-establish service

(e) Irrigation service accounts requesting verification of flow will pay a fee if the delivered flow is within 10% of the contracted amount

SECTION 5. REPEAL

(a) Upon the effective date of this Ordinance 2005-__ all previously adopted Ordinances pertinent to the Rules and Regulations for

Irrigation Service will be superceded and repealed, including, but not limited to, Ordinance 79-2, 79-8, 87-1, and 04-01.

PASSED AND ADOPTED at a regularly held meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT this tenth day of May, 2005.

AYES: Bob Diekon, Norman Krizl, Doug Pickell, JoAnn Shepherd and Hy Vitcov

NOES: None

ABSENT: None



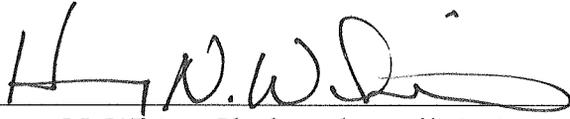
Bob Diekon, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:



Henry N. White, Clerk and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

I hereby certify that the foregoing is a full, true, and correct copy of Ordinance 2005-01 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, El Dorado County, California, at a meeting duly held on the tenth day of May, 2005.



Henry N. White, Clerk and ex officio Secretary of the
Georgetown Divide Public Utility District

**RECOMMENDED PLAN AND PUBLIC WORKSHOP SCHEDULE FOR REVIEWING
 AND GATHERING PUBLIC INPUT ON UPDATES AND CHANGES
 TO THE IRRIGATION ORDINANCE (2005-1)**

POSSIBLE DATES	RECOMMENDED ACTION
Beginning the week of Aug. 20, 2018	Upon Board approval of plan, begin public notification process: <ul style="list-style-type: none"> • Enclose flyer with August 30th billing • Issue press release • Post on Facebook • Post on Website • Email to customers on voluntary email list
Sept. 25, 26 or 27 7 PM to 8:30 PM Location TBD	Conduct Workshop #1 on GDPUD Irrigation Ordinance <ul style="list-style-type: none"> • Background and Introduction to the Process Required to Amend the Irrigation Ordinance • Review Ordinance 2005-1 • Review Application Process • Receive Public Comments
Beginning the week of Oct. 1	<ul style="list-style-type: none"> • Begin Staff analysis of public comments • Begin public notification of Public Workshop #2
Oct. 30 or Nov. 1 7 PM to 8:30 PM Location TBD	Conduct Workshop #2 <ul style="list-style-type: none"> • Present Staff's analysis of public comments received from Workshop #1 • Receive public comments • Receive direction from the Board
Dec. 11, 2018	Place item on Regular Board Meeting Agenda for the Board to consider updates and changes to the Irrigation Ordinance Upon Board direction, schedule public hearing and publish legal notice on amendments to Irrigation Ordinance 2005-1
Special Meeting in December	Public Hearing on Amendments to Irrigation Ordinance 2005-1

REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF August 14, 2018
AGENDA ITEM NO. 9.B.



AGENDA SECTION: NEW BUSINESS

SUBJECT: FISCAL YEAR 2017-2018 INTERIM AUDIT STATUS

PREPARED BY: Christina Cross, Management Analyst *cc*

APPROVED BY: Steven Palmer, PE, General Manager *[Signature]*

BACKGROUND

On April 10, 2018 Georgetown Divide Public Utility District ("District") retained LSL for audit services for fiscal years 2017-18, 2018-19, and 2019-20. The previous audit firm did not provide any findings for the District to improve upon in the operations and compliance of the District and its operating procedures. An interim audit was conducted the week of June 25, 2018 to interview employees regarding day to day practice and identify potential deficiencies.

DISCUSSION

LSL prepared the attached Interim Exit Conference included as Attachment 1. The items found in the interim audit and presented in Attachment 1 are presented below, along with a response from District Staff.

I. Results of internal control test work

A. Financial close and reporting

1. Observation: The District properly files Economic Forms of Interest (Form 700's), however there is no formal review of the listed interests against general ledger transactions or board meetings to identify possible conflict of interests.
 - a. Recommendation: The District formally review a schedule of interests to ensure proper disclosure in the financial statements

Response: The District will review Form 700s to ensure proper disclosure in the financial statements.

2. Observation: Due to system limitations, users with the capability to initiate journal entries also have the capability to approve/post the same journal entry without dual-control.
 - a. Recommendation: The District generate a report of all manual journal entries made in the system and cross-check them against hard copies of journal entries to ensure all entries are appropriately approved.

Response: Management Analyst Christina Cross has since implemented a procedure to print out a monthly report of all manual journal entries and including it in the binder where the hard copies of reviewed and approved manual journal entries are kept. This report is then cross reference with the manual journal entries to identify any discrepancies.

B. Cash receipts – Utility Billing

1. Observation: The billing process is performed manually, however there is no formal review of billing registers by management prior to posting to the general ledger accounts.
 - a. Recommendation: The District implement a process to formally review billing registers to verify their accuracy and identify any unusual items and adjustments.

Response: Management Analyst Cross will review the billing audit trail prior to updating and posting to customer's accounts to check for accuracy and identify any discrepancies or unusual adjustments and sign off.

2. Observation: Due to system limitations, users with access to the accounts receivable module also have access to adjust customer billing information. Additionally, only certain immediate adjustments can be identified through adjustment reports, however review of these adjustments are not formally documented.
 - a. Recommendation: Management Analyst or Finance Manager perform a formal review of billing registers to identify all adjustments made and verify their appropriateness. We additionally recommend the Analyst or Manager formally document their review of all adjustments.

Response: Currently Management Analyst Cross reviews and signs off on adjustments made during odd months. The review of the adjustment log will be extended to include every month, as well as a review of any adjustments that may be on the billing register during normal billing.

3. Observation: We noted the District began utilizing pre-numbered sealed bags, however the sequence of which is not documented or accounted for to prevent theft or tampering.
 - a. Recommendation: As an added level of control, the District log and account for the sequence of each bag. We additionally recommend a supervisory review of this log be performed.

Response: Administrative Aide responsible for preparing deposits will log each deposit bag number in a binder. Management Analyst and the Administrative Aide will initial for double verification.

C. Expenditures and A/P

1. Observations due to system limitations:

- Users with access to the accounts payable module also have access to make vendor changes.
- The system currently does not have the capability to produce vendor change logs for review of changes made to vendor information.
- Control over the cash disbursement process is primarily the responsibility of one individual, resulting from inherent limitations over segregation of duties.

- a. Recommendation: In the absence of a new accounting system, we recommend the District implement a process to formally review vendor changes made within the system.

Response: Management has disabled the function for the Administrative Aide processing A/P to make any changes to vendor accounts. Any vendor creations/changes are done by the Management Analyst.

2. Observation: The District utilizes purchase orders in the cash disbursement process, however the information used across purchase orders is inconsistent. Additionally, purchase orders and invoices are not always verified against receiving reports to verify receipt of goods.

- a. Recommendation: As packing slips are not always received, we recommend the District create an internal form for the receipt of goods to perform a 3-way match against purchase orders and invoices.

Response: During the exit interview the audit team clarified this a bit further as A/P does verify packing slips to invoices and purchase orders. The issue was that purchase orders were not consistently filled out with the appropriate information for goods purchased. As of the new Fiscal Year 2018-19 staff has implemented the newly adopted procurement policy and established blanket purchase orders where appropriate as well as ensuring that individuals making purchases clearly describe items purchased.

D. Payroll

1. Observation: Due to inherent limitations, the employee processing payroll also has the ability to make changes to employee information. As a compensating control, employee change logs are being reviewed, however this process has not been formalized.

- a. Recommendation: Management Analyst, Finance Manager, or General Manager should formally document their review of employee change logs to verify the appropriateness of all changes made to employee information

Response: The District is migrating to a paperless payroll process service provided by ADP, the current payroll provider. In this process employee changes will be initiated by the employee, reviewed and approved by the Human Resources

Specialist. This process will be documented in a system audit trail. In the meantime, approval emails are confirmed by the ADP system, the District retains these as documentation.

2. Observation: While there is a review of current and previous payrolls, this process has not been formally documented.
 - a. Recommendation: Management Analyst, Finance Manager, or General Manager should formally document their review of processed payrolls to verify their accuracy and to identify any abnormalities.

Response: The District will implement additional review procedures, such as prior period comparisons and sample selections, to verify accuracy and abnormalities.

E. Capital assets

1. Observations surrounding policies & procedures:

- While there is a policy to regularly route asset listings to verify the existence of capital assets, there is not a procedure in place for physical inventory counts.
 - The current policy does not specify the correct treatment for impairment or donations.
 - The process for disposals of assets has not been formalized, including the absence of approved disposal forms, which gives rise to the risk of theft.
- a. Recommendation: We recommend the District create a capitalization policy separate from the accounting manual. We recommend the District include the use of physical inventory counts at least once every three years (GFOA best practice), include verbiage surrounding impairment, donations, and the process for disposals.

Response: The District is in the process of updating all policies and procedures. The policy most recently updated was the Procurement Policy, which provides support for revisions to the Capital Asset policy. The District plans to implement a Reserve Policy as a matter of priority, and in fiscal year 2018-19 will continue their efforts with policies for Debt, Investments, and Capital Assets.

2. Observation: Due to system limitations, all calculations surrounding the valuation of capital assets is performed manually, including depreciation and gains/losses.
 - a. Recommendation: In the absence of a new accounting system, we recommend the District continue to perform detailed reviews of all calculations to prevent clerical error or intentional manipulation of financial data.

Response: The District agrees that the use of subsidiary ledgers in Excel presents the opportunity for the occurrence of errors and omissions. In the meantime, the

Management Analyst reviews for manual input and calculation errors when preparing capital asset tracking documentation and workpapers.

FISCAL IMPACT

New accounting/billing software is needed for proper control of the functions identified and fully comply with the recommendations. The FY 2018-19 Budget appropriated \$60,000 to purchase a more efficient software to fit the needs of the District and comply with proper accounting and financial controls.

CEQA ASSESSMENT

Not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors receive and file this report including the Interim Exit Conference notes.

ATTACHMENTS

1. Interim Exit Conference Notes



I. Results of interim test work

- a. Cash and investments – Open for completion
- b. Trial Balance & Mappings – Received groupings from Fechter & Co. on 7/9/18, LSL to complete mapping before year-end
- c. Related Parties (Form 700's) – To be completed remotely

II. Results of internal control test work

- a. Financial close and reporting
 - i. Observation: The District properly files Economic Forms of Interest (Form 700's), however there is no formal review of the listed interests against general ledger transactions or board meetings to identify possible conflict of interests.
 - 1. We recommend the District formally review a schedule of interests to ensure proper disclosure in the financial statements
 - ii. Observation: Due to system limitations, users with the capability to initiate journal entries also have the capability to approve/post the same journal entry without dual-control.
 - 1. We recommend the District generate a report of all manual journal entries made in the system and cross-check them against hard copies of journal entries to ensure all entries are appropriately approved.
- b. Cash receipts – Utility Billing
 - i. Observation: The billing process is performed manually, however there is no formal review of billing registers by management prior to posting to the general ledger accounts.
 - 1. We recommend the District implement a process to formally review billing registers to verify their accuracy and identify any unusual items and adjustments.
 - ii. Observation: Due to system limitations, users with access to the accounts receivable module also have access to adjust customer billing information. Additionally, only certain immediate adjustments can be identified through adjustment reports, however review of these adjustments are not formally documented.
 - 1. We recommend that Christina Cross or Kristen West perform a formal review of billing registers to identify all adjustments made and verify their appropriateness. We additionally recommend Christina or Kristen formally document their review of all adjustments.
 - iii. Observation: We noted the District began utilizing pre-numbered sealed bags, however the sequence of which is not documented or accounted for to prevent theft or tampering.
 - 1. We recommend as an added level of control, the District log and account for the sequence of each bag. We additionally recommend a supervisory review of this log be performed.
- c. Expenditures and A/P
 - i. Observations due to system limitations:
 - 1. Users with access to the accounts payable module also have access to make vendor changes.
 - 2. The system currently does not have the capability to produce vendor change logs for review of changes made to vendor information.
 - 3. Control over the cash disbursement process is primarily the responsibility of one individual, resulting from inherent limitations over segregation of duties.



CPAs AND ADVISORS

GEORGETOWN DIVIDE PUBLIC UTILITIES DISTRICT
Interim Exit Conference
Wednesday, July 11, 2018

GDPUD Board Meeting of 8/14/18
AGENDA ITEM NO. 9.B.
Attachment 1
Page 3 of 3

III. GASB 68 & 75 Testwork

- a. To completed remotely before year-end fieldwork

IV. Pending Items

- a. Unusual items in FY16/17 Financial Statements
 - i. Description and nature of unearned revenue recorded in the Water Fund for FY16/17
 - ii. Treatment of wastewater services billed in advance not reported for FY16/17
- b. Grants internal control interview with Gloria
- c. Copies of El Dorado Bank Statements & Reconciliations (requested 7/11/18)

V. 2018 Year-end Audit

- a. Audit Committee Meeting: TBD
- b. Year-end audit fieldwork scheduled: 10/29/18 – 10/31/18

VI. LSL 2018 Contacts

Ken Macias, Audit Engagement Partner
Brandon Young, Audit Engagement Manager
Jocelyn Esparza, Audit Supervisor

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF August 14, 2018
AGENDA ITEM NO. 9.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: REVIEW DISTRICT'S CONFLICT OF INTEREST CODE

PREPARED BY: Christina Cross, Management Analyst

A handwritten signature in blue ink, appearing to be "CC", is written to the right of the name Christina Cross.

APPROVED BY: Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "SP", is written to the right of the name Steven Palmer.

BACKGROUND

Every other year the County Recorder-Clerk-Registrar of Voters requests that the District review its Conflict of Interest Code ("Code") pursuant to Government Code 87306.5(a) (b) and amend the Code, if needed. If the Code is amended, the District must submit a copy of the amended Code to the County for presentation to the Board of Supervisors for approval. The Code was last amended in 2010 through Resolution 2010-12 and is included as Attachment 1.

DISCUSSION

Staff has reviewed the 2018 Local Agency Biennial Notice (Attachment 2) sent by El Dorado County Recorder Office and found that revisions to the District's Code are necessary to include new positions.

- Add the position of Management Analyst

The Board needs to approve the attached 2018 Local Agency Biennial Review Notice (Attachment 2), the Biennial Conflict-of-Interest Review (Attachment 3), and the Notice of Intent to Amend a Conflict of Interest Code (Attachment 4).

After the Board approves these items, Staff will send the required forms to the County indicating that the Conflict of Interest Code needs to be amended and will publish the Notice of Intention in the local newspaper. Public comments will be accepted until October 8, 2018. As stated in the notice, no public hearing will be held unless one is requested in writing no later than 15 days prior to the close of the public comment period. If no comments are received, then Staff will make the changes identified in the attachments and submit the revised Conflict of Interest Code to the Board for adoption at the October 9, 2018 meeting.

FISCAL IMPACT

There is no fiscal impact.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors adopt the attached resolution approving the 2018 Local Agency Biennial Review Notice, the Biennial Conflict-of-Interest Review, and the Notice of Intent to Amend a Conflict of Interest Code.

ATTACHMENTS

1. Conflict of Interest Code Resolution 2010-12
2. 2018 Local Agency Biennial Notice
3. Biennial Conflict-of-Interest Review
4. Notice of Intent to Amend Conflict-of-Interest Code
5. Resolution 2018-42

**RESOLUTION No. 2010-12
OF THE BOARD OF DIRECTORS OF
THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AMENDING ITS CONFLICT OF INTEREST CODE
AND AUTHORIZING THE FILING THEREOF WITH THE
EL DORADO COUNTY CLERK**

WHEREAS, the Georgetown Divide Public Utility District (District) adopted a Conflict of Interest Code in El Dorado County; and

WHEREAS, it is appropriate for the District to update and amend its disclosure categories for its Conflict of Interest Code.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Notice of a Public Hearing for the amendment of the disclosure categories to its Conflict of Interest Code, as of the date of this Resolution, together with its Appendices for the Georgetown Divide Public Utility District, was given by publication in the Georgetown Gazette at the times set forth in the Affidavit of Publication on file with the Secretary attached to this Resolution.

2. All officers and designated employees of the Georgetown Divide Public Utility District affected by the Code and the Appendices have been notified and received copies of the Conflict of Interest Code and Appendices.

3. After the Public Hearing as so noticed, and there being no oral or written comments received, the Board of Directors takes the action by this Resolution hereafter set forth.

4. The Conflict of Interest Code, as amended, for state and local agencies as set forth by the Fair Political Practices Commission is hereby adopted by reference as the Conflict of Interest Code for Georgetown Divide Public Utility District, a copy of which is attached to this Resolution and made a part hereof.

5. The Appendices for the Georgetown Divide Public Utility District to said Conflict of Interest Code, adopted by this Resolution, setting forth the Disclosure Categories and Designated Employee Positions is attached to said Code and made a part of the Code.

6. The Board of Directors authorizes a certified copy of this Resolution and the Code, including the Appendices, be submitted to the El Dorado County Clerk, Elections Department, for review and County approval in accordance with the applicable Government Code and Fair Political Practices Commission regulations.

WHEREFORE, this Resolution is duly passed and adopted this tenth day of August, 2010.

AYES: Cooper, Diekon, Krizl and Shepherd

NOES: None

ABSENT: Neeley

Bob Diekon
President, Board of Directors
Georgetown Divide Public Utility District

Attest:

Henry N. White, Clerk and Officio
Secretary, Board of Directors
Georgetown Divide Public Utility District

**CONFLICT OF INTEREST CODE FOR THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code Regulations Section 18730, attached hereto, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the Georgetown Divide Public Utility District.

Pursuant to Section 18730 of Title 2 California Code of Regulations, Board Members, the General Manager and designated employees of Georgetown Divide Public Utility District shall file statements of economic interests with the Clerk of the District. Upon receipt of the statements of the Georgetown Divide Public Utility District Board Members, General Manager and other designated employees, the Clerk of the District shall make and retain a copy of each statement and forward the original of these statements to the El Dorado County Elections Department. The District Clerk shall make all statements of economic interests available for public inspection and reproduction.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

- (1) Section 1. Definitions.

Political Practices Commission (2 Cal. Code of Regs. sections 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Government Code section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. section 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported, ⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

Page 5 of 12

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(B) Personal Income Disclosure. When personal income is required to be reported, 5 the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, 6 the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

Page 6 of 12

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$420.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$420 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

Page 7 of 12

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan,

amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

Page 8 of 12

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

Page 9 of 12

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 and 2 Cal. Code Regs. sections 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

1 Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

2 See Government Code section 81010 and 2 Cal. Code of Regs. section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3 For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4 Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

5 A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

6 Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CONFLICT OF INTEREST CODE

APPENDIX A

Designated Employee Positions

The following employees are designated employees under the Conflict of Interest Code for the Georgetown Divide Public Utility District:

Directors
Attorney
General Manager
Operations Managers
Business/Finance Manager

The aforesaid designated employees shall comply with disclosure categories 1 through 6.

Specialized Consultant: the Special Consultants employed by the District in a decision-making capacity shall make such disclosure as the General Manager shall determine is required by any particular consultant or any particular task order of employment.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CONFLICT OF INTEREST CODE

APPENDIX B

DISCLOSURE CATEGORIES

- CATEGORY 1: Investments, business positions in business entities, and sources of income, of the type which contract with the agency to supply materials, commodities, supplies, books, machinery, vehicles, or equipment utilized by the agency.
- CATEGORY 2: Investments, business positions in business entities, and sources of income, which are contractors, subcontractors, or consultants engaged in the performance of work or services of the type utilized by the agency, including, but not limited to, insurance companies, carriers, holding companies, underwriters, agents, or accounting firms.
- CATEGORY 3: Investments, business positions in business entities, and sources of income, which have filed claims against the agency.
- CATEGORY 4: All interest in real property located within the jurisdiction of the District or within two miles of its boundaries except for the primary residence.
- CATEGORY 5: All investments in, and sources of income from business entities doing business within the jurisdiction of the Georgetown Divide Public Utility District. All investments and sources of income from business entities having done business within the jurisdiction of said District during the past two years. All investments and sources of income from business entities planning to do business within the jurisdiction of said District, and all other sources of income within the jurisdiction of said District.
- CATEGORY 6: All investments and business positions in any business entity and income from any source which is (1) a private water company; or (2) an entity or person engaged in real estate, or real estate development within the jurisdiction of the District.

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution No.: 2010-12 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the tenth day of August, 2010.

Henry N. White, Clerk and Officio
Secretary, Board of Directors
Georgetown Divide Public Utility District

2018 Local Agency Biennial Notice

Name of Agency: Georgetown Divide Public Utility District

Mailing Address: 6425 Main St, PO Box 4240 Georgetown, CA 95634

Contact Person: Steven Palmer Office Phone No: 530-333-4356 x101

E-mail: spalmer@gd-pud.org Fax No: 530-333-9442

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code requires disclosure by agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict-of-interest code and has determined that (*Check one box*):

An amendment is required. The following amendments are necessary:
(*Mark all that apply.*)

- Include new positions.
- Revise disclosure categories.
- Revise the titles of existing positions.
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- Other (*describe*) _____

No amendment is required.

The code is currently under review by the code reviewing body.

Verification

The agency's code accurately designates all positions that make or participate in the making of governmental decisions; the disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions; and the code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Office

Date

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than **August 24, 2018** to:

El Dorado County Registrar of Voters – Attn: Kim Smith – P.O. Box 678001, Placerville, CA 95667

PLEASE DO NOT RETURN THIS FORM TO THE FPPC

Biennial Report Form

BIENNIAL CONFLICT-OF-INTEREST REVIEW

Georgetown Divide Public Utility District

Districts Name

Please select all that apply (*attach additional pages, if needed*):

_____ The legislative body of the above named Agency has reviewed the agency's Conflict-of-Interest Code and finds it to satisfy our needs.

 X The legislative body has reviewed the list of reporting positions and request to ADD the following:

1. Management Analyst
2. _____
3. _____
4. _____

_____ The legislative body has reviewed the list of reporting positions and request to DELETE the following:

1. _____
2. _____
3. _____
4. _____

****If the district is not amending the Conflict-of-Interest Code, forward a CURRENT Conflict-of-Interest Code to the Elections Department**

Please contact Kim Smith at the Elections Department at Ext. 7490 if you require any further information or assistance. This form must be returned to the Elections Department no later than **Friday, August 24, 2018.**

Secretary of the District

This _____ day of _____, 2018

Georgetown Divide Public Utility District

NOTICE OF INTENTION TO ADOPT OR AMEND A
CONFLICT-OF-INTEREST CODE

NOTICE IS HEREBY GIVEN that the Georgetown Divide Public Utility District intends to adopt or amend a conflict-of-interest code pursuant to Government Code Section 87300 and 87306. Pursuant to Government Code Section 87302, the code will designate employees who must disclose certain investments, income, interests in real property and business positions, and who must disqualify themselves from making or participating in the making of governmental decisions affecting those interests.

A written comment period has been established commencing on August 22, 2018 and terminating on October 8, 2018. Any interested person may present written comments concerning the proposed code no later than October 8, 2018 to the Georgetown Divide Public Utility District at 6425 Main St, PO Box 4240 Georgetown, CA 95634. No public hearing on this matter will be held unless any interested person or his or her representative requests no later than 15 days prior to the close of the written comment period, a public hearing.

The Georgetown Divide Public Utility District has prepared a written explanation of the reasons for the designations and the disclosure responsibilities and has available all of the information upon which its proposal is based.

The Conflict of Interest Code is being amended to include the new position of Management Analyst to appendix A.

Copies of the proposed code and all of the information upon which it is based may be obtained from the Georgetown Divide Public Utility District at 6425 Main St Georgetown, CA 95634. Any inquiries concerning the proposed code should be directed to Steven Palmer at (530)-333-4356 x 101.

NOTE: This notice should be filed with the Fair Political Practices Commission and served individually on agency employees and officers affected by this code 45 days prior to agency action.

RESOLUTION NO. 2018-42

**OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE 2018 LOCAL AGENCY BIENNIAL NOTICE,
BIENNIAL CONFLICT OF INTEREST REVIEW, AND THE
NOTICE OF INTENT TO AMEND A CONFLICT OF INTEREST CODE**

WHEREAS, every other year the County Recorder-Clerk-Registrar of Voters requests that the District review its Conflict of Interest Code pursuant to Government Code 87306.5(a)(b), amend its code if needed, and submit an amended code to the County; and

WHEREAS, District Staff reviewed the 2018 Local Agency Biennial Notice provided by the County and found that the District's Conflict of Interest Code needs to be amended to add the position of Management Analyst; and

WHEREAS, since an amendment is required, the District must complete and submit the 2018 Local Agency Biennial Review, Biennial Conflict of Interest Review, and the Notice of Intent to Amend a Conflict of Interest Code to the County; and

WHEREAS, the District is also required to publish the Notice of Intent to Amend a Conflict of Interest Code in the local newspaper at least 45 days prior to the Board taking final action.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN PUBLIC UTILITY DISTRICT THAT:

1. The 2018 Local Agency Biennial Review, Biennial Conflict of Interest Review, and the Notice of Intent to Amend a Conflict of Interest Code are approved, and the General Manager is directed to submit these and all required forms to the County.
2. The General Manager is directed to publish the Notice of Intent to Amend a Conflict of Interest Code in the local newspaper at least 45 days prior to the Board taking final action.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 14th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Londres Uso, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-42 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 14th day of August 2018.

Steven Palmer, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 14, 2018
AGENDA ITEM NO. 9.D.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: UPDATE ON LOW-INCOME RATE ASSISTANCE PROGRAM

PREPARED BY: Christina Cross, Management Analyst *cc*

APPROVED BY: Steven Palmer, PE, General Manager *[Signature]*

BACKGROUND

During the March 13, 2018, Regular Board Meeting a low-income rate assistance program for treated water customers was adopted. The Board of Directors approved setting aside \$35,000 annually for the Low-Income Rate Assistance (LIRA) program for customer assistance as well as administration of the program. A prorated amount was set aside for the remaining 2017-2018 fiscal year. The Board of Directors agreed to revisit the discount given to treated water customers after analysis of the cost and the number of customers utilizing the program.

DISCUSSION

At this time, the Board has set the discount at 25% of the monthly base charge, which equates to \$7.35 per month (\$14.70 per billing cycle) for the first year. Originally, we had estimated that 859 households would qualify for the program. As of July 20, 2018, GDPUD'S LIRA program has approximately 120 participants. The current expense in savings to treated water customers is \$3,133 for Fiscal Year 2017-2018. Staff time to administer the program through the 2017-18 fiscal year was approximately \$1,050. The total cost to the District for Fiscal Year 2017-2018 is approximately \$4,183.

If the LIRA program receives no additional participants, the total expense for Fiscal Year 2018-2019 will be approximately \$15,000, which is \$20,000 less than the \$35,000 that is currently budgeted.

FISCAL IMPACT

Fiscal Year 2018-2019 budget includes funding for the LIRA Program as directed at \$35,000.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Receive and file. The Board may also provide direction by motion action if they would like changes made to the LIRA at this time.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 14, 2018
AGENDA ITEM NO. 9.E.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: Approve Memorandum of Understanding with International Union of Operating Engineers Stationary Engineers Local No. 39

PREPARED BY: Steven Palmer, PE, General Manager

APPROVED BY: Steven Palmer, PE, General Manager

A handwritten signature in blue ink, appearing to be "S. Palmer", is written over the name of the General Manager in the "APPROVED BY" line.

BACKGROUND

The current Memorandum of Understanding (MOU) with the International Union of Operating Engineers Stationary Engineers Local No. 39 (Local 39) covered the period from December 2, 2014 through December 1, 2017. In anticipation of the expiration of that MOU, on September 1, 2017 Local 39 sent the District official notice of opening for negotiating a new MOU.

Since that time, the District and Local 39 have been negotiating terms for the new MOU. The District and the Local 39 representatives reached tentative agreement on the terms of the MOU, and the MOU was ratified by Local 39 membership on July 18, 2018.

For the new MOU to become effective, the Board must take formal action to approve.

DISCUSSION

The District and Local 39 have reached agreement on the following changes to the expired MOU:

1. The new MOU will be effective from December 2, 2017 through November 30, 2020.
2. Section 1.10 regarding renegotiation is added to state that notice to negotiate a successor agreement needs to be provided during September 1 to October 1 in the year the MOU expires.
3. Change Section 2.3 to strengthen language regarding the requirement for prior authorization for overtime.
4. Revise Section 2.4 regarding on-call procedures and compensation to clarify that an employee on stand-by pay will receive the appropriate hourly rate of pay if they are required to make a physical response. In anticipation of increased remote access due to upgrades at the water treatment plant, employees who troubleshoot a problem remotely without a physical response shall be provided one hour of pay, if employee works for at least thirty (30) minutes.

Approving the Memorandum of Understanding with International Union of Operating Engineers Stationary Engineers Local No. 39

Board Meeting of August 14, 2018
Agenda Item No. 9.E.

Page 2 of 3

5. Section 2.4.3 regarding rest periods is added to address safety and compensation when employees are called back to work after their regular shift ends. Employees that are called back will be paid the overtime rate of time and one half and are entitled to at least eight (8) hours of unpaid rest time before reporting to their next regular shift. In lieu of unpaid rest time, an employee may elect to use any accrued, unused vacation time for their eight (8) hour rest period.
6. Due to recent court decisions regarding meal periods (i.e. Augustus v. ABM (2016) 2 Cal.5th 257.), Section 2.5 is being revised to remove language prohibiting employees from going home for lunch and is adding language subjecting employees to discipline if they return to work late from their lunch period.
7. Section 2.8 is revised to clearly state that employees must wear their District provided shirt, and their own work pants. This Section also allows employees to wear approved headwear, provided they do not display offensive or political messages. This section is also changed to clearly state that employees are only permitted to wear their district provided work shirt during their work hours, traveling to and from work, or while representing the District. Sections 2.11 and 2.12 regarding boot and clothing allowances are combined into Section 2.8.
8. Section 2.12 is added to provide equity adjustments of 2.5% per year for the first two years for only the following positions: Distribution Operator I/II, Water Treatment Plant Operator II/III, Distribution Operator Lead, Water Treatment Plant Operator.
9. Section 4.1 regarding holiday pay is revised to be consistent with State law and clarify that full-time employees receive eight (8) hours of straight time on District observed holidays. Employees required to work on a District observed holiday will receive pay at the rate of one and one-half for each hour worked in addition to the eight (8) hours of straight pay.
10. The Parties have also agreed to a more comprehensive disciplinary and grievance procedure, which is included in Chapter 6 of the MOU.
11. The parties have agreed to a more comprehensive "Alcohol and Drug-Free Workplace Policy," so the contents of Section 7.1 have been deleted and replaced with a statement that the policy is incorporated by reference. Once this policy is approved by Local One, it will be provided to the Board for approval.
12. The position of Field Superintendent is added to the Local 39 bargaining unit. The MOU states that Local 39 and the District will meet and confer over the job description and salary schedule separate from this MOU.

These changes are shown in a redline of the existing MOU in Attachment 1 and reflected in the clean copy of the new MOU in Attachment 2.

FISCAL IMPACT

The costs of all these changes have already been considered and included in the approved Fiscal Year 2018-2019 Operating Budget. A budget amendment is not needed.

As compared to Fiscal Year 2017-2018 labor costs, the fiscal impact of Items 1-9, above, is neutral. As compared to Fiscal Year 2017-2018 labor costs the General Manager calculates

Approving the Memorandum of Understanding with International Union of Operating Engineers Stationary Engineers Local No. 39

Board Meeting of August 14, 2018
Agenda Item No. 9.E.

Page 3 of 3

that Item 10, equity adjustments, will result in a total increase of \$20,865 spread over the three-year term of the MOU.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends that the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution approving The Memorandum of Understanding with International Union of Operating Engineers Stationary Engineers Local No. 39.

ATTACHMENTS

1. Redline Version of Memorandum of Understanding with International Union of Operating Engineers Stationary Engineers Local No. 39
2. Memorandum of Understanding with International Union of Operating Engineers Stationary Engineers Local No. 39
3. Resolution 2018-43 Approving the Memorandum of Understanding with International Union of Operating Engineers Stationary Engineers Local No. 39

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

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

AND

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
DECEMBER 12, 2017 THROUGH ~~DECEMBER 1~~NOVEMBER
30, 2017**

TABLE OF CONTENTS

CHAPTER 1.	ADMINISTRATIVE	PAGE
	1.1 Preamble	1
	1.2 Recognition	1
	1.3 Implementation	1
	1.4 Effective and Termination Dates	1
	1.5 Ratification by Employees	1
	1.6 District Rights	2
	1.7 Definitions	3
	1.8 Salary Equity Study	5
CHAPTER 2.	COMPENSATION - WORKING CONDITONS	
	2.1 Compensation	5
	2.2 Work Week	5
	2.3 Overtime Hours/ Authorization	6
	2.4 On-call Procedures and Compensation	6
	2.5 Meal Periods	8
	2.6 Costs of Job Required Certificates and Licenses	8
	2.7 Longevity Pay	9
	2.8 Dress Code	9
	2.9 Working Out of Class	9
	2.10 Performance Evaluation Review	10
	2.11 Boot Reimbursement	10
	2.12 Uniforms	11
	2.13 Cost of Living Increase	11
CHAPTER 3.	INSURANCE BENEFITS	
	3.1 Health Insurance Benefits	11
	3.2 State Disability Insurance	12
	3.3 Retiree Health Insurance	12
CHAPTER 4.	LEAVES	
	4.1 Holidays	13
	4.2 Sick Leave	14
	4.3 Vacation Leave	17
	4.4 Leaves of Absence	17
	4.5 Jury Duty	18

TABLE OF CONTENTS (continued)

CHAPTER 5. RETIREMENT BENEFITS

- 5.1 Public Employees Retirement System 18
- 5.2 Deferred Compensation Plan 19

CHAPTER 6. EMPLOYEE GRIEVANCE PROCEDURE

- 6.1 Purpose 19
- 6.2 Definition of Grievance 19
- 6.3 Employee' s Right to Representation 19
- 6.4 Informal Grievance Procedure 20
- 6.5 Formal Grievance Procedure 20
- 6.6 Time Extension 21
- 6.7 Disciplinary Appeal Procedure 21

CHAPTER 7. MISCELLANEOUS ISSUES

- 7.1 Substance Abuse and Fitness for Duty Policy 24
- 7.2 Unlawful Harassment Policy 24
- 7.3 District Vehicles 25
- 7.4 Hiring Employees 26
- 7.5 Peaceful Performance 26
- 7.6 Order of Layoff 26

CHAPTER 1: ADMINISTRATIVE

1.1 PREAMBLE

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

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1.2 RECOGNITION

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

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1.3 IMPLEMENTATION

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

1.4 EFFECTIVE AND TERMINATION DATES

This Memorandum of Understanding shall become effective December ~~21, 2014~~7 and will continue in effect through ~~December 1, 2017~~November 30, 2020, with respect to all employees represented by Local 39. During the period covered by the Memorandum of Understanding, any items concerning wages, hours, and terms and conditions of employment provided by this Memorandum of Understanding shall remain in effect unless the parties agree to revise the same by a written modification to this Memorandum of Understanding, subject to the limitations expressed in Section 3504 of the Government Code.

1.5 RATIFICATION BY EMPLOYEES

Pursuant to Government Code Section 3502.5 (b), an agency shop arrangement between the District and the Union will be placed in effect upon the signed petition by thirty (30) percent of employees in the applicable bargaining unit requesting an agency shop agreement and the approval of a majority of employees who cast ballots and vote in a secret ballot election in favor of the agency shop agreement.

This Memorandum of Understanding shall be presented by the Union to the employees of GDPUD subject to this agreement for ratification by said employees and shall thereafter be presented to the GDPUD Board of Directors, as the joint recommendations of the undersigned for salary and employee benefit and conditions of employment adjustments for the period of the Agreement. The employees covered under this MOU shall be those positions set forth on the salary schedule included in the attached ~~Appendix Attachment A~~. Unless otherwise indicated herein, all provisions shall become effective on the date approved by the GDPUD Board.

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1.6 DISTRICT RIGHTS

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

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

1.7 DEFINITIONS

ANNIVERSARY DATE - Shall mean the date the employee is offered a position for regular service. The Anniversary Date ~~is not used to~~ will be used to determine salary adjustments or step increases.

Commented [HS2]: The District agrees to use an employee's anniversary date for performance evaluations/step increase consideration.

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

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

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

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

HOLIDAYS - Shall mean any holiday recognized by the District.

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

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

INTRODUCTORY PERIOD or PROBATIONARY PERIOD - Means the twelve (12) months or

time-limited period of paid service, which is an extension of the examination process.

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

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

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

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

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

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

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

1.8 SALARY EQUITY STUDY

~~Within three months after completion of the Proposition 218 process, the parties agree to conduct a labor market salary survey and meet and confer regarding salary equity increases.~~

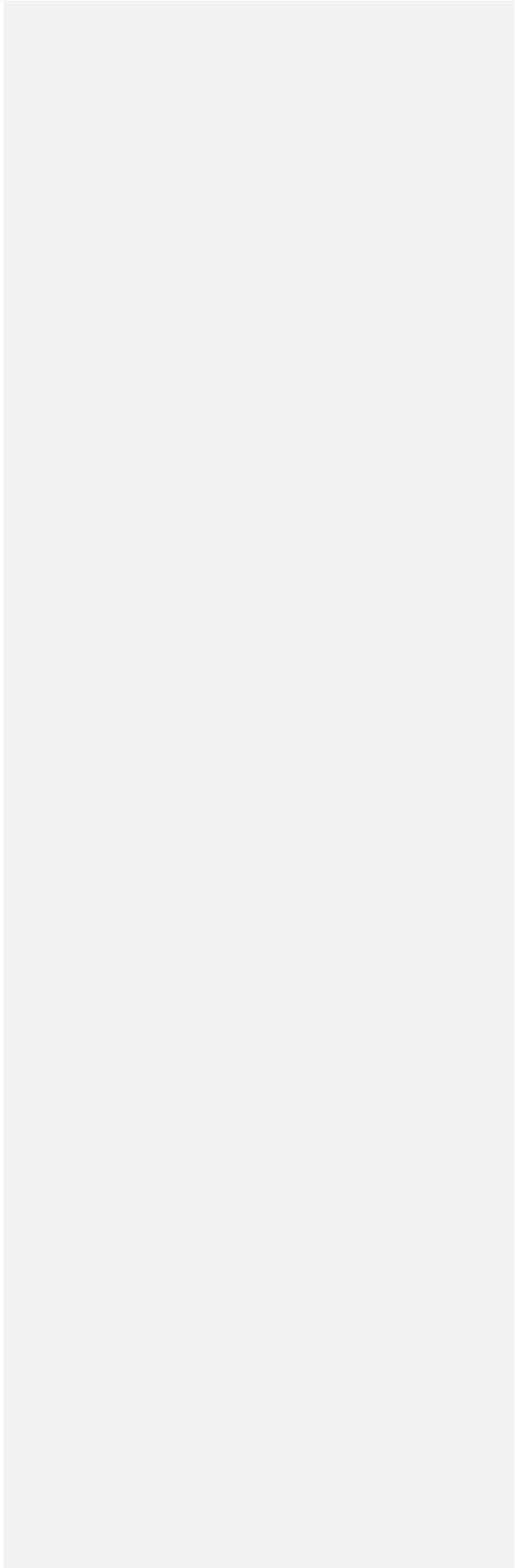
1.8 RENEGOTIATION

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

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

Commented [HS3]: Chuck: I removed this section since we already agreed to equity adjustments.

DRAFT



CHAPTER 2: ~~APPENDIX~~ COMPENSATION - WORKING CONDITIONS

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2.1 COMPENSATION

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

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2.2 WORK WEEK

The work week means a seven (7) day period beginning at 7:45 a.m. on each Monday and ending at 7:45 a.m. on the following Monday.

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

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

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

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

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

2.3 OVERTIME HOURS/AUTHORIZATION

The District shall pay its nonexempt employees overtime compensation at the rate of one and one-half (1 ½) times the regular rate of pay, for all work in excess of ~~40 hours per workweek~~ eight (8) hours in one workday, to the extent required under the Fair Labor Standards Act. The District has the right to require employees to work overtime to meet the operational needs of the District. Refusal to work overtime shall result in disciplinary action.

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

Commented [HS4]: Chuck: minor revision to keep the language consistent.

2.4 ON-CALL PROCEDURES AND COMPENSATION

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

2.4.1 On-Call Procedures

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

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

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

Due to the critical nature of the District's ability to respond to emergency situations, employees

who are unable to provide ~~e~~ an on-call response due to sickness or injury may be required to provide a physician's statement.

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

2.4.2 On-Call Compensation

~~Employees assigned to on-call duty will receive standby pay for the period they are on-call. In addition, employees will be compensated at the appropriate rate of pay for a physical response while on-call. A physical response is defined as reporting to work outside of normal business hours to the location of the incident. On-call compensation will be for the actual time worked responding to the call.~~

~~Employees shall be compensated for stand-by duty at the rate of \$40.00 per day for all weekdays, and at the rate of \$50.00 for each weekend day or holiday, for twenty four (24) hours of stand-by duty. Such pay shall be paid in the pay period earned. In addition, if an employee on stand-by duty is called to active duty, he or she shall be paid at the overtime rate for the time actually worked.~~

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

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

2.4.3 Rest Periods

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

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

work by the ninth (9th) hour following the end of his or her call-back shift.

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

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

- A) Report back to work to complete any remaining hours worked on his or her regular schedule; or
- B) Report back to work at the start of their next regularly scheduled shift, provided that his or her regular shift has ended upon the expiration of the ninth (9th) hour following the end of his or her call-back shift. (See examples below).

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

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

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

EXAMPLE C: An employee works his or her regular work shift from 7:00 a.m. to 3:30 p.m. on Tuesday. The employee is called back to work at 1:00 a.m. and works until 9:00 a.m. on Wednesday morning. The employee is compensated at the rate of time and one half (1.5) for the hours worked from 1:00 a.m. to 7:00 a.m. (6 hours). The employee is compensated at his or her regular rate of pay from 7:00 a.m. to 9:00 a.m. The employee will be allocated a rest period, either by using unused, accrued vacation leave, or take it unpaid from 9:00 a.m. to 6:00 p.m. Since the employee is expected to return to work at 6:00 p.m., two and a half hours after his or her shift has ended, the employee is required to report into work at 7:00 a.m. on Thursday

morning, and will not be expected to work his or her regular shift on Wednesday.

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Call Back After Eight (8) Hours Have Elapsed from Conclusion of Regular Work Shift

2.5 MEAL PERIODS

Field personnel will be allowed a thirty (30)-minute lunch period. Employees may be subject to discipline if he or she returns from his or her lunch period late. In his or her discretion, the General Manager may extend the meal period and adjust the workday accordingly. Combining meal periods, "banking" meal periods from day-to-day, saving meal periods to shorten workdays or requesting compensatory time or overtime for work performed during meal periods shall not be allowed unless specifically authorized in writing. ~~Due to difficulty associated with properly monitoring employees while still maintaining a flexible lunch schedule for the employees, employees shall not go home for lunch.~~

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

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

2.6 COSTS OF JOB REQUIRED CERTIFICATES AND LICENSES

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

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

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

- B. Certificate Maintenance Expense Reimbursement - If the purpose of the training is to maintain a certificate that is a requirement of the employee's current position, travel expenses are eligible for reimbursement with prior authorization. Training is to be scheduled by the employee and shall not conflict with the work load of the District. Training will be scheduled within a 100-mile radius of the District. The employee may request the use of a District vehicle, if available. When two or more employees are attending a training session, the employees will ride together in a District vehicle and only the driver will be paid driving time. The employees may decide who the driver is. Driving responsibility shall not be divided between more than two employees per round trip. Time spent at training to maintain a required certificate is considered work time and the employee is not required to schedule leave. The meal period while at training to maintain a required certificate is not considered work time. Meals are not reimbursable unless they are included in the tuition.

2.7 LONGEVITY PAY

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

2.8 DRESS CODE

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

Employees working in the field shall wear his or her District-approved work shirt, provided by the District, and work pants. Employees will be reimbursed up to One Hundred Dollars (\$100.00) per calendar year for the purchase of work pants.

Employees working in the field may wear approved headwear.

Employees are only permitted to wear his or her District-approved work shirt during their work

hours, work time, or traveling to and from work, or while representing the District.

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

2.8.1 Boot Reimbursement

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

No more than two (2) pairs of boots will be considered for reimbursement each fiscal year, on an as needed basis. The annual reimbursement by the District shall not exceed Two Hundred Dollars (\$200.00) per eligible employee. The type of boots eligible for reimbursement is subject to approval by the General Manager and no other footwear will be worn while on duty for the District.

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2.9 WORKING OUT OF CLASS

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

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

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

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

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

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

2.10 PERFORMANCE EVALUATION REVIEW

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

2.11 BOOT REIMBURSEMENT

~~For the following classifications, the purchase of work boots will be reimbursed. No more than two pairs of boots will be considered for reimbursement each fiscal year, on an as-needed basis. The annual reimbursement by the District shall not exceed two hundred~~

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~~dollars (\$200.00) per eligible employee. The type of boots eligible for reimbursement is subject to approval by the General Manger and no other footwear will be worn while on duty for the District.~~

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

2.12 UNIFORMS

~~The District will change the color of the work shirts from blue to Safety Green. Furthermore, the District will reimburse employee up to \$100 per calendar year for the purchase of work pants.~~

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2.113 COST OF LIVING INCREASE

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

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2.12 EQUITY ADJUSTMENTS

The classifications listed below shall receive a 2.5% equity adjustment plus a cost of living adjustment, outlined in Section 2.11, effective the first full pay period in July 2018, and a 2.5% equity adjustment plus a cost of living adjustment, outlined in Section 2.11, effective the first full pay period in July 2019.

Classifications:

- Distribution Operator I/II
- Water Treatment Plant Operator II/III
- Distribution Operator Lead
- Water Treatment Plant Operator Lead

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CHAPTER 3: INSURANCE BENEFITS

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3.1 HEALTH INSURANCE BENEFITS

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

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

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

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

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

3.2 STATE DISABILITY INSURANCE

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

3.3 RETIREE HEALTH INSURANCE

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

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

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

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

CHAPTER 4: LEAVES

4.1 HOLIDAYS

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

New Year's Day
Martin Luther King, Jr. Day (the third Monday in January)
President's Day Observance (the third Monday in February)
Memorial Day Observance (the last Monday in May)
Independence Day
Labor Day Observance (the first Monday in September)
Veterans Day Observance (November 11)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Day after Christmas*

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

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

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

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

~~Holiday Pay—Full Regular part time employees shall be entitled to holiday pay on a pro rata basis in proportion to the hours worked. time employees shall receive eight (8) hours of holiday pay at straight time on the District-observed holiday. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work.~~

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

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4.2 SICK LEAVE

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

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

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

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

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

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

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

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

Accrued sick leave is not compensable upon separation of service.

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

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

Upon return to work, employees may be required to submit a sick leave request form or record of sick leave use to his/ her supervisor for approval. The General Manager may request information in order to aid in the determination of whether the sick leave use is legitimate. The General Manager may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appear warranted before taking action on a sick leave request.

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

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

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

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

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

- A. The first year an employee is identified as having excessive usage the employee shall be counseled by their supervisor and shall receive a sick leave reminder letter, which

will be placed in the employee's personnel file.

- B. If an employee is identified as having excessive sick leave usage two consecutive years or two out of three years, the employee will be counseled by their supervisor and shall receive a written reprimand which will be placed in the employee's personnel file. All sick leave usage will require a doctor's excuse for a period of one year following the written reprimand.
- C. If an employee is identified as having excessive sick leave usage three consecutive years or three out of four years, the employee will receive a three-day suspension without pay. Sick leave usage will continue to require a doctor's excuse for a period of one year.
- D. If an employee is identified as having excessive sick leave usage in excess of four consecutive years or four out of five years, serious disciplinary action, which may include termination from service, will occur.

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

4.3 VACATION LEAVE

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

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

Vacation Accrual Rates:

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

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

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

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

4.4 LEAVES OF ABSENCE

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

4.5 JURY DUTY

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

CHAPTER 5: RETIREMENT BENEFITS

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5.1 PUBLIC EMPLOYEES RETIREMENT SYSTEM

A. PERS RETIREMENT FIRST TIER

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

B. PERS RETIREMENT SECOND TIER

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

C. PERS RETIREMENT THIRD TIER

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

D. PERS RETIREMENT FOURTH TIER

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

5.2 DEFERRED COMPENSATION PLAN

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

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CHAPTER 6: EMPLOYEE GRIEVANCE PROCEDURE

6.1 PURPOSE

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

In order to establish a harmonious and cooperative relationship between the District and its employees, and to keep open channels of communication, it shall be the District's policy to provide for the settlement of differences through an orderly grievance procedure. It is the District's policy to assure its employees the right of access to this procedure, free from interference, restraint, coercion or reprisal. The procedure applies to all employees of the District.

6.2 DEFINITION OF GRIEVANCE GRIEVANCE PROCEDURE STEPS

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

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

The Level II grievance shall include the following:

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

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E. The specific remedy sought.

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

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

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

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

~~A grievance is a complaint of an employee or group of employees alleging a violation or misapplication of the MOU or District Rules and Regulations governing personnel practices or working conditions. The grievance procedure shall not apply to employee discipline matters, reprimands or evaluations. However, an employee may submit a response to be placed in his/her file to a letter of reprimand or an evaluation.~~

6.3 EMPLOYEE'S RIGHT TO REPRESENTATION GENERAL RULES FOR GRIEVANCES

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

If an employee does not present the grievance or does not appeal the decision rendered regarding the grievance, within the time limits specified above, the grievance shall be considered withdrawn.

A copy of all formal grievance decisions shall be placed in a grievance file belonging to the

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~~District. A copy of the grievance decision will be provided to the employee. An employee, at the employees cost, shall have the right to be represented by an attorney or employee representative at all times and at every step in the grievance procedure.~~

6.4 — INFORMAL GRIEVANCE PROCEDURE

~~This procedure shall apply only to grievances as defined above. The initial step in the adjustment of a grievance shall be a discussion between the employee and his or her immediate supervisor. If the issue is not resolved by this discussion, the grievant may then call his or her shop steward or employee representative to further discuss the matter with the supervisor, and the management person who has the authority to make a decision concerning this matter may also be involved at this step. If the issue is not resolved within ten (10) working days, the grievant may proceed under the formal grievance procedure.~~

6.5 — FORMAL GRIEVANCE PROCEDURE

~~The formal grievance procedure shall occur only after the informal grievance procedure has been exhausted.~~

~~All grievances shall be pursued in the following manner:~~

~~The grievant, or an attorney or employee representative specifically designated in writing by the employee to represent him or her during the particular grievance procedure involved, shall submit the grievance in writing to the immediate supervisor within fifteen (15) working days of the occurrence of the incident. The immediate supervisor may be the General Manager if in the opinion of the General Manager the filing with anyone other than the General Manager would serve no useful purpose. If the grievance is filed with an immediate supervisor, the immediate supervisor shall have ten (10) working days to investigate and render a written decision.~~

~~If the grievance is not resolved under the subparagraphs above, or if it is submitted directly to the General Manager, the General Manager or designee shall have ten (10) working days after receipt of the grievance in which to schedule such investigations or hearings as may be necessary and render a written decision.~~

~~Should the grievance still be unresolved, the parties may mutually agree to submit the matter to the Chairman of the Board within ten (10) working days after the General Manager's decision along with a report of the proceedings to date for a final decision. If the parties do not mutually agree to submit the matter to the Chairman of the Board, the decision of the General Manager shall be considered final, all administrative remedies shall be deemed exhausted and either party may proceed with further legal action. If the parties mutually agree to submit the matter for consideration by the Chairman of the Board, administrative remedies shall be considered exhausted upon the Chairman of the Board issuing his/her decision.~~

6.46 TIME EXTENSION

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

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CHAPTER 7: DISCIPLINARY PROCEDURES

67.71 DISCIPLINARY APPEAL PROCEDURE GENERAL RULES OF CONDUCT

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

7.2 EXAMPLES OF UNACCEPTABLE CONDUCT

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

- A. Fraud in securing employment;
- B. Abuse of sick leave, excessive absenteeism or tardiness, and/or unexcused absences;
- C. Falsification of records;
- D. Inadequate job performance;
- E. Dishonesty;
- F. Violence or threat violence towards other employees or the public;
- G. Conviction of a felony or misdemeanor involving a crime which renders an employee unfit for duty;
- H. Theft;
- I. Negligent or reckless operation of District vehicles and equipment;
- J. Falsification of, or material omission from any employment application, payroll records, time reports, or other the District documents;
- K. Violation of any of the District's Policies, Procedures, Administrative or Operational Directives, including any policies in these Personnel Guidelines, or inducing other employees to violate any such rules;
- L. Violation of the District's Purchasing Policies;
- M. Violation of safety rules or practices;
- N. Violation of the District's policy prohibiting harassment, abusive conduct or discrimination;
- O. Violation of the District's Drug and Alcohol Free Workplace Policy;

- P. Sleeping during work hours is prohibited unless separate authorization has been given;
- Q. Possession of firearms or dangerous weapons on District property. A dangerous weapon is any object or tool used in an unauthorized or unsafe manner;
- R. Private use of District equipment, vehicles, tools, and materials.
- S. Unauthorized or illegal disclosure of or other failure to properly protect trade secrets of the District, such as customer private information and any other confidential information relating to the security of District operations, such as water quality;
- T. Soliciting coworkers when either employee is on working time being paid for by the District is prohibited, including the use of e-mail. Distribution or posting of pamphlet, leaflets, or any other literature in the District offices is prohibited during working time of any employee involved.

7.3 TYPES OF DISCIPLINARY ACTION

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

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

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F. Discharge: the removal of an employee from District employment, as provided for in these Guidelines.

G. Last Chance Agreement: In lieu of discharge, the District and Local 39 may agree to enter into a "Last Chance Agreement", whereby the employee will remain employed with the District, but may be discharged at a later date for violating the District's policies or this Memorandum of Understanding. Additionally, the employee agrees to waive his or her rights to challenge his or her termination in exchange for entering into a Last Chance Agreement and remaining employed

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7.4 DISCIPLINARY NOTICE/APEAL PROCEDURE

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

7.4.1 Written Notice of Proposed Action

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

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A. Notice of the Disciplinary Action

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

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

7.4.2 Response Meeting/Skelly Review Meeting

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

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

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

7.4.3 Post-Skelly Final Notice

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

The final notice of disciplinary action shall include the following:

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

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

7.4.4 Appeals of Disciplinary Action

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

The appeal hearing shall be an evidentiary hearing with due process rights including

the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. However, the formal rules of evidence shall not apply, and the hearing officer shall be entitled to rely upon any evidence that reasonable persons would commonly rely upon in the course of the conduct of their business.

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

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

7.4.5 Selection of Hearing Officer for Appeal of Disciplinary Action

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

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7.4.6 Appeal Hearing

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

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7.4.7 Representation at Appeal

Any District employee other than those appointed to supervisory, management, and

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

7.4.8 Notices to Witnesses

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

7.4.9 Failure of Employee to Appear at Appeal Hearing

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

7.4.10 Decision on the Appeal

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

7.4.11 Time Limits

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

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~~The provisions of this article supersede all other District policies, procedures and rules and provide the exclusive authority for disciplinary appeal procedures with the Water Systems Bargaining Unit. Causes for discipline are set forth in the attached Appendix B, which provisions shall apply unless and until District supersedes or replaces such causes pursuant to District resolution. Establishing the causes for discipline shall be considered a District right.~~

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~~Bargaining unit employees, having successfully completed the applicable twelve-month probationary period, shall have the right to appeal any form of punitive or disciplinary action affecting compensation and pay of the employee including, but not limited to termination, demotion and suspension without pay. Evaluations, reprimands, job assignments, suspensions with pay, or suspensions without pay for a period of four (4) hours or less, are not subject to the Disciplinary Appeals Procedure.~~

~~The following procedure is hereby established for disciplinary action taken by the District.~~

~~The District must provide any employee that it intends to discipline with a Notice of Intent to Discipline outlining in detail the specific violations of District rules, regulations, ordinances, or any state or federal law that the employee is alleged to have violated. In addition, the District shall provide the employee written notice of the contemplated action and copies of all material in possession of the District pertaining to the charges.~~

~~Within five (5) working days from the service of the Notice of Intent to Discipline, the employee shall file an answer admitting or denying the allegations, setting forth any affirmative allegations and requesting the District to schedule a pre-disciplinary or "Skelly" hearing pursuant to *Skelly vs. State Personnel Board* (1975) 15 Cal. 3d 194, 124 Cal. Rptr. 14. The employee has the right~~

~~to be represented by an attorney, labor representative, or other representative of his or her choice in all stages of the disciplinary appeal process. The pre-disciplinary hearing shall be before the General Manager or his/ her designee. The designee of the General Manager may be an individual that is not employed with the District.~~

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~~Within five (5) working days of the pre-disciplinary hearing, if disciplinary action is still contemplated, the General Manager or his/ her designee shall serve upon the employee a Notice of Disciplinary Action, if he/she still intends to proceed with Disciplinary action. Said Notice shall include any amendments to the charges or penalty made by the General Manager since the pre-disciplinary action.~~

~~Within five (5) working days of being served with the Notice of Disciplinary Action, the Union or the employee may submit a Notice of Appeal to the office of the General Manager. The Notice of Appeal shall specify whether the appeal shall be an arbitrator as provided in paragraph E below, or directly to the committee of the Board, as specified in paragraph G below. An appeal to an arbitrator shall include a statement that the Union shall share in the cost of the arbitrator and in the cost of preparing the transcript. Failure to submit a Notice of Appeal to the office of the General Manager within the time period prescribed shall constitute a waiver of the employee's right of an administrative appeal unless otherwise agreed upon between the parties. All time requirements in this section are subject to modification or waiver by written mutual consent of the parties.~~

~~Upon receipt of the employee's Notice of Appeal, the District's representative, the employee and/ or his/her representative shall, within ten (10) working days select a mutually agreeable arbitrator through a formal arbitration service such as American Arbitration Association (AAA), State Mediation and Conciliation Service, or by other mutual agreement of the parties. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation and Conciliation Service a list of seven arbitrators. After receipt of the list, the parties shall alternatively strike arbitrator's names from the list until one arbitrator remains. The remaining arbitrator shall hear the case.~~

~~The parties agree that a disciplinary hearing conducted by the arbitrator shall be conducted as follows:~~

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~~The party seeking to establish a fact, allegation or defense has the burden of proof on that issue.~~

~~Formal rules of evidence shall not apply. However, the arbitrator shall use his/her discretion to limit evidence based on reliability and relevancy.~~

~~Full rules of discovery shall apply to the hearing and must be followed prior to the completion of the hearing. The party seeking the extraordinary discovery of documents must pay for the cost of obtaining such documents.~~

~~The arbitrator must issue findings of fact informing the employee and the District of the basis of his/ her decision.~~

~~The employee and the District shall be able to subpoena any witness to testify at the hearing pursuant to civil discovery laws of the State of California.~~

~~The hearing shall be scheduled and conducted at the earliest possible date taking into account all parties' schedules and each party's requisite need for preparation and discovery.~~

~~The decision of the arbitrator shall be final and binding unless the decision is appealed to the Board of Directors. The Arbitrator shall have no authority to add to, delete, or alter any provision of this MOU.~~

~~The District and the Union shall share in the costs of the Arbitrator and the court reporter, if any, on an equal basis.~~

~~Appeal to the Board of Directors:~~

~~Either party may appeal the decision of the Arbitrator by filing an appeal to a three-person committee of the Board of Directors within ten (10) days from receipt of the Arbitrator's decision. Alternatively, if the Union elects to not share in the cost of the arbitrator, the Union or the employee may appeal directly to the committee of the Board of Directors. The Committee of the Board shall schedule a hearing~~

~~within a reasonable time from receiving the appeal in accordance with the schedule of the parties. If a transcript is available from the arbitrator, the Committee shall independently review the transcript. If a transcript is not available, a de novo hearing shall be held. In all cases the Committee shall exercise its independent judgment on the case.~~

~~If a hearing was held before an arbitrator, the three person committee of the Board of Directors may, at its discretion, reopen the hearing and take additional evidence. The committee of the Board of Directors shall render its independent decision on the case and is not bound by the findings and determinations made by the Arbitrator. The committee shall issue findings of fact informing the employee of the basis of its decision. The decision of the Board shall be final and binding.~~

~~H. All fees and expenses of the arbitrator and the court reporter, if requested by any party, shall be shared equally by the District and the Union. Any subsequent challenge shall be filed in the Superior Court with 90 days pursuant to the time requirements of Code of Civil Procedure Section 1094.6.~~

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~~CHAPTER 78. MISCELLANEOUS ISSUES~~

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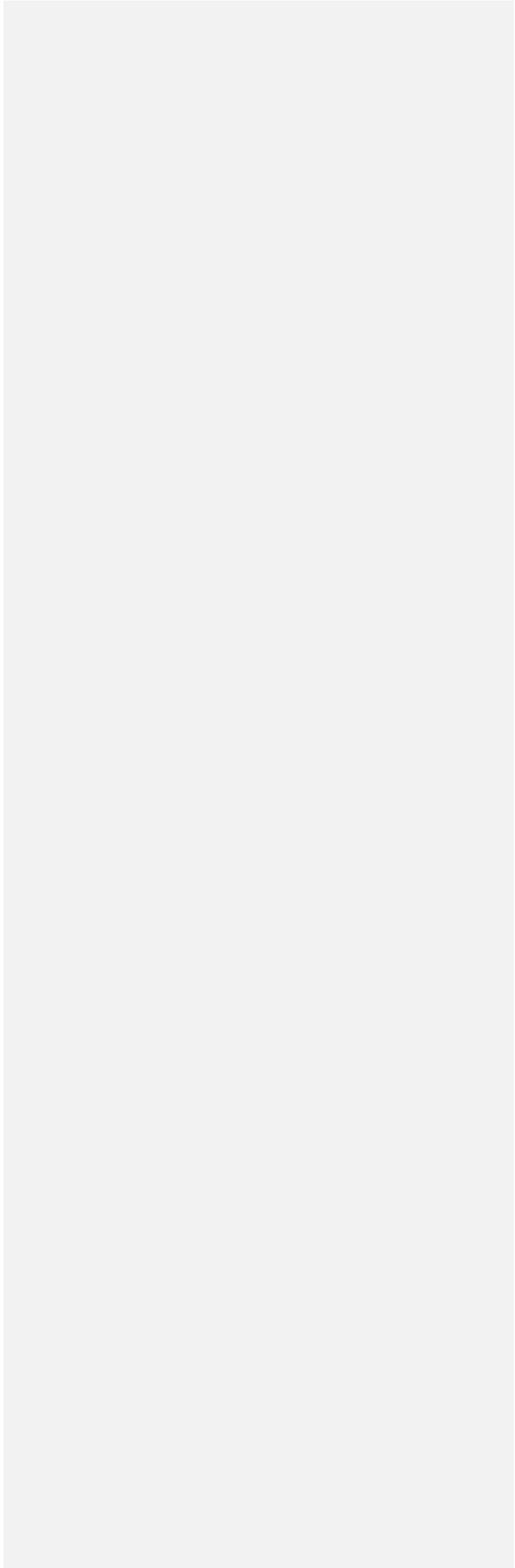
~~**78.1 SUBSTANCE ABUSE AND FITNESS FOR DUTY POLICY**~~

~~Policy Statement — The District is committed to providing a safe and productive work environment for its employees, to reflect a proper demeanor to its customers, and to be cognizant of its responsibility for public safety. Therefore, the District requires its employees to work free from the effects of substances including alcohol, illegal drugs, or other substances that affect the normal mental and/or physical state of an employee. The District may adopt and amend such policies from time to time. Employees who perform safety sensitive functions will be required to submit to random controlled substance/ alcohol testing in accordance with all state and federal laws, including the requirements of the U.S. Department of Transportation (DOT). The “Alcohol and Drug-Free Workplace Policy” shall be incorporate by reference as a provision of this Agreement. A copy is attached to this Agreement as **Attachment B**.~~

~~**78.2 UNLAWFUL HARASSMENT POLICY**~~

~~Policy Statement - It is legally mandated by State and Federal laws that employees have a right to work in an environment that is free from all forms of discrimination, and harassment, including sexual harassment. The District will tolerate neither harassment nor sexual harassment.~~

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Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code Section 12940. Sexual harassment is a costly form of discrimination that can result in expensive litigation that may result in back pay or punitive damage awards, withdrawal of Federal support funds and/ or other adverse actions. District employees have a grave responsibility for maintaining high standards of honesty, integrity, impartiality, and conduct to assure proper performance of the District's business and the maintenance of confidence of the people it serves. It will, therefore, be a violation of District policy for any employee to engage in any of the acts or behaviors set forth in the District Harassment Policy or in violation of any laws thereon.

78.3 DISTRICT VEHICLES

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

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

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

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

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

78.4 HIRING EMPLOYEES

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

Introductory Period - The Introductory / Probationary Period for newly hired appointees to a regular position is twelve (12) months. This is the time-limited period of paid service, which is an extension of the examination process. It is intended to give new full-time and part-time appointees the opportunity to demonstrate their ability to achieve a satisfactory level of

performance and to determine whether the new position meets their expectations. Like all at-will employees, during the introductory period an employee may be dismissed at any time without prior notice and without cause.

78.5 PEACEFUL PERFORMANCE

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

78.6 ORDER OF LAYOFF

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

provisional and probationary employees in the targeted classifications. The following sequence will be used to determine the order in which permanent employees in the targeted classifications will be laid off.

1. Permanent employees whose last recorded overall performance rating was "unacceptable" in the performance evaluation done ninety (90) days or more prior to the notice of layoff.
2. Permanent employees shall be laid off, by class, in the inverse order of seniority within classification within a department. Permanent part-time employees' seniority will be prorated based on hours worked.
 - a. Employees who voluntarily demote to a lower classification (not as part of a layoff and the layoff process) shall have their hours of service in the higher classification transferred to the lower classification for the purpose of calculating seniority for layoff purposes only.
3. The least senior employee may choose to "bump" to any class with the same or lower maximum salary in which the employee had previously served in a permanent status.
4. Ties. In the event of a tie in seniority the final decision will be made by lot.

WHEREFORE, THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED AND APPROVED ON _____, 2018.

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

GEORGETOWN DIVIDE
PUBLIC UTILITY DISTRICT

Chuck Thiel, Business Representative

Lon Uzo, Board President

Martin Ceirante, Shop Steward

Steven Palmer, General Manager

Kyle Madison, Shop Steward

APPENDIX ATTACHMENT A

SALARY SCHEDULE

2014~~7~~ REPRESENTED SALARY SCHEDULE

Range	Step A	Step B	Step C	Step D	Step E
Maintenance Worker I	\$17.23 \$18.09	\$18.09 \$18.99	\$18.99 \$19.95	\$19.95 \$20.93	\$20.93 \$22.12
Maintenance Worker II	\$19.94 \$20.92	\$20.92 \$21.96	\$21.96 \$23.07	\$23.07 \$24.22	\$24.22 \$25.60
Wastewater Technician I	\$18.07 \$18.97	\$18.97 \$19.93	\$19.93 \$20.91	\$20.91 \$21.95	\$21.95 \$23.20
Wastewater Technician II	\$20.93 \$21.98	\$21.98 \$23.08	\$23.08 \$24.23	\$24.23 \$25.44	\$25.44 \$26.89
Canal Operator I	\$18.97 \$19.93	\$19.93 \$20.91	\$20.91 \$21.95	\$21.95 \$23.06	\$23.06 \$24.38
Canal Operator II	\$21.43 \$22.51	\$22.51 \$23.64	\$23.64 \$24.81	\$24.81 \$26.05	\$26.05 \$27.53
Distribution Operator I	\$18.97 \$19.93	\$19.93 \$20.91	\$20.91 \$21.95	\$21.95 \$23.06	\$23.06 \$24.38
Distribution Operator II	\$21.98 \$23.08	\$23.08 \$24.23	\$24.23 \$25.44	\$25.44 \$26.72	\$26.72 \$29.90
Distribution Lead	\$24.18 \$25.39	\$25.39 \$26.67	\$26.67 \$28.00	\$28.00 \$29.40	\$29.40 \$36.64
Maintenance Lead	\$24.18 \$25.39	\$25.39 \$26.67	\$26.67 \$28.00	\$28.00 \$29.40	\$29.40 \$31.08
Water Treatment Plant Operator Lead	\$29.38 \$30.85	\$30.85 \$34.24	\$34.24 \$34.01	\$34.01 \$35.70	\$35.70 \$37.74
Water Treatment Plant Operator II	\$24.60 \$25.83	\$25.83 \$27.13	\$27.13 \$28.48	\$28.48 \$29.90	\$29.90 \$23.06
Water Treatment Plant Operator III	\$26.71 \$28.04	\$28.04 \$29.45	\$29.45 \$30.92	\$30.92 \$32.46	\$32.46 \$34.31

**APPENDIX
ATTACHMENT B**

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

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

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

A. APPLICABILITY

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

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

B. PROHIBITED SUBSTANCES

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

1. Illegal Drugs

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

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

2. Legal Drugs

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

3. Alcohol

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

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

C. PROHIBITED CONDUCT

1. Manufacture, Trafficking, Possession, and Use

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

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

2. Impaired/Not Fit for Duty

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

Employees failing to pass this reasonable suspicion test shall remain off duty and be referred to a SAP. A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a Prohibited Substance in the body above the

minimum thresholds defined in the Department of Transportation guidelines, or if the employee refuses to submit to the reasonable suspicion testing.

3. Alcohol Use

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

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

D. NOTIFYING THE DISTRICT OF CRIMINAL DRUG CONVICTION

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

E. PROPER APPLICATION OF THE POLICY

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

F. TESTING FOR PROHIBITED SUBSTANCES

1. Compliance with Testing Requirements

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

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Any District employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to a SAP. Refusal to submit to a test can include an inability or refusal to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

2. Testing Procedures

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

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

3. Types of Testing—All District Employees

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

a. Pre-Employment Testing

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

b. Reasonable Suspicion Testing

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

1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.
2. Physical signs and symptoms consistent with prohibited substance use.
3. Occurrence of a serious or potentially serious accident that may have been caused by human error.

4. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

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

c. Post-Accident Testing

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

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

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

d. Return-to-Duty Testing

All employees who previously tested positive on a Prohibited Substance test must test negative and be evaluated and released to duty by the SAP before returning to duty. Employees will be required to undergo unannounced follow-up Prohibited Substance testing following returning to

duty. The duration and frequency will be determined by the SAP. However, it shall not be less than six (6) tests during the first twelve (12) months, nor longer than sixty (60) months in total, following return to duty.

e. Employee Requested Testing

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

4. Types of Testing—Employees with Commercial Drivers License

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

a. Random Testing

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

5. Treatment/Rehabilitation Program

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

a. Positive Controlled Substance and/or Alcohol Test

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

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

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

b. Voluntary Admittance:

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

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

6. Confidentiality and Privacy

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

The Prohibited Substance test results will be retained in a secure location. Information about an employee's medical condition or history obtained in connection with a Prohibited Substance test will be kept in a file separate and apart from the employee's personnel file. The release of an individual's Prohibited Substance test results and other information gained in the testing process will only be otherwise disclosed in accordance with an employee's written authorization or as

otherwise required or permitted by applicable law. For example, test results and other information obtained in the testing process may be used and disclosed in litigation (e.g., arbitration, administrative hearings or judicial proceedings) if the information is relevant to the hearing or proceeding, to any government agency to the extent required by law, rule or regulation, or to a substance abuse or rehabilitation assessment/treatment facility or provider for the purpose of evaluation/assessment or treatment.

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

G. EMPLOYEE ASSESSMENT BY A SUBSTANCE ABUSE PROFESSIONAL

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

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

H. CONTACT PERSON

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

Name: Steve Palmer, or Designee
Title: General Manager
Address: 6425 Main Street, Georgetown, CA 95634
Telephone: (530) 333-4356

I. ACKNOWLEDGMENT

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

J. RESERVATION OF RIGHTS

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

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APPENDIX "A"

**EMPLOYEE CLASSIFICATIONS
FOR THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

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

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

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

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

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

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

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

A. PROCEDURES—REASONABLE SUSPICION TESTING

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

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

B. PROCEDURES—RANDOM TESTING

- 1. The compliance company notifies the supervisor to send the eligible employee to the collection site for alcohol or controlled substance testing.
- 2. The supervisor notifies the eligible employee to go to the collection site for alcohol or controlled substance testing immediately. Because of a testing facility requirement, the eligible employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
- 3. At the collection site, the eligible employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the eligible employee with maximum privacy without compromising the integrity of the sample.
- 4. The eligible employee whose test results are negative (less than 0.02 alcohol concentration) will be reinstated. The eligible employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24)

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

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

C. PROCEDURES—POST-ACCIDENT

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

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

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

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

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

E. PROCEDURES -CHAIN OF CUSTODY FOR CONTROLLED SUBSTANCE SPECIMENS

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

initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.

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

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

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

G. PROCEDURES -ALCOHOL CONCENTRATION

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

APPENDIX "C"

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

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

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

OBSERVATIONS

Date of Observation: _____ Location: _____

Time of Observation: From _____ am/pm To: _____ am/pm

A. PERSONAL BEHAVIOR (Check all that apply.)

1. SPEECH:

_____ Normal	_____ Incoherent/Confused
_____ Angry	_____ Slurred
_____ Whispering	_____ Silent

2. BALANCE:

_____ Normal	_____ Swaying
_____ Staggering	_____ Falling

3. WALKING:

_____ Normal	_____ Stumbling
_____ Swaying	_____ Falling

4. AWARENESS:

_____ Normal	_____ Confused
_____ Sleepy/Stupor	_____ Paranoid
_____ Lack of Coordination	
_____ Excessive Yawning or Fatigue	
_____ Slow Movements	
_____ Cannot Control Machinery/Equipment	

5. APPEARANCE:

Red Eyes	Dilated (Large) Pupils
Weight Loss/Malnutrition	Dry Mouth
Unkempt Appearance	Flushed/Pale Face
Smell of Alcohol	Frequent Sniffing
Sunglasses at Inappropriate Times	

6. Other observed actions or behavior:

B. JOB PERFORMANCE (Check all that apply)

1. General (Note number in last 3 months) Occurrences No. of Days

Excessive absence: _____

Excessive unplanned absences _____

Frequent absence before/after days off _____

Frequent unexplained disappearances _____

Long breaks or lunches _____

Frequently leaves work early _____

Frequently late to work _____

Experiences or causes job accidents _____

Increased concern about safety offenses (specify): _____

2. Quality and Quantity of Work

Clear refusal to do assigned work _____

Mistakes due to poor judgment _____

Mistakes due to inattention _____

Repeated mistakes in spite of increased guidance and supervision _____

- More than usual supervision necessary
- Reduced quantity of work/Takes longer to complete work
- Inconsistent Quantity or quality of work
- Missed deadlines/ Excessive procrastination
- Difficulty in handling complex work assignments
- Lack of concentration on-the-job
- Waste of materials/ Damage to Company equipment or property
- Near miss of serious accidents
- Takes risks that can physically harm co-workers or the public
- Frequent, unsupported explanations for poor work performance
- Noticeable change in written and/or verbal communication
- Complaints from customers about work performance
- _____
- _____ Other (specify): _____

3. Work Relationships/Personal Behavior

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

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

C. POST-ACCIDENT (Please complete if applicable)

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

Above conduct and behavior witnessed by:

Name of Director, Manager or Supervisor Phone
(Please Print)

Signature of Director, Manager or Supervisor Date

Name of Witness (Preferred but not necessary) Phone

Signature of Witness Date

APPENDIX "D"
AUTHORIZATION AND RELEASE OF PROTECTED HEALTH INFORMATION

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

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

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

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

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

APPENDIX "E"

ACKNOWLEDGMENT OF RECEIPT

Georgetown Divide Public Utility District
Alcohol and Drug-Free Workplace Policy Acknowledgment

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

Signature Date

Printed Full Name

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APPENDIX "F"
DEFINITIONS

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

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

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

ALCOHOL USE -means consumption of any beverage, mixture, or preparation, including any medication containing ethyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor-filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

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. BATs are the only qualified personnel to administer the EBT tests.

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

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

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

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

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

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

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

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

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

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

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

Amphetamines
Amphetamine 500 ng/ml
Methamphetamine (1) 500 ng/ml
Cocaine Metabolite (2) 150 ng/ml
Marijuana Metabolite (THC) (3) 15 ng/ml
Opiates
Morphine 2000 ng/ml
Codeine 2000 ng/ml
6-Acetylmorphine (4) 10 ng/ml
Phencyclidine (PCP) 25 ng/ml

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAFETY-SENSITIVE EMPLOYEE (FUNCTION AND/OR POSITION) -An employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

A complete list of safety-sensitive employee (function and/or position) classifications is listed in Appendix "A" of this Substance Abuse Policy Statement.

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

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

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

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

~~26. CAUSES FOR DISCIPLINE~~

~~27.~~

~~28. The General Manager or his/her designee may dismiss, or suspend without pay, an employee for any of the following reasons:~~

~~29.~~

~~30. Drunkenness on duty.~~

~~31. Intemperance.~~

~~32. Willful disobedience.~~

~~33. Insubordination.~~

~~34. Fraud in securing employment.~~

~~35. Dishonesty.~~

~~36. Inexcusable neglect of duty.~~

~~37. Inefficiency.~~

~~38. 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 a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection.~~

~~39. Immorality.~~

~~40. Addiction to the use of narcotics, habit-forming drugs or other controlled substances.~~

~~41. Refusal to take and subscribe to an oath or affirmation, which is required by law in connection with his/her employment.~~

~~42. Participation in any illegal activity while on duty. 14. General misconduct.~~

~~43. Job abandonment. An employee shall be deemed to have abandoned his/her job and may be dismissed if such employee fails to report for duty, and while able to notify the District office, fails to do so for two consecutive working days, or if such employee fails to give notice or report for duty within two consecutive working days following expiration of a leave of absence.~~

~~44. Inexcusable absence without leave.~~

~~45. Misuse of sick leave.~~

~~46. Misuse of District property.~~

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- ~~47. Refusal or inability to perform the work established in the employee's job description.~~
- ~~48. Incompetence.~~
- ~~49. Improper political activity.~~
- ~~50. Violation of District rules and regulations.~~
- ~~51. Failure to comply with the District's Affirmative Action/Equal Employment Opportunity policies.~~
- ~~52. Unlawful discrimination, including harassment or sexual abuse.~~

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- ~~53. Unlawful retaliation against any other employee or member of the public who in good faith reports, discloses, divulges or otherwise brings to the attention of the General Manager or any Board member or any other appropriate authority, any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related to the job.~~
- ~~54. Engaging in outside employment that has a detrimental effect on attendance or ability to perform work.~~
- ~~55. Discourteous treatment of the public or other employees.~~
- ~~56. Any and all acts or threats of violence toward employees or officers of the District, or toward the general public.~~
- ~~57. Any and all acts or conduct tending to bring the reputation of the District into disrepute or, that in the opinion of the General Manager, are so severe as to warrant immediate disciplinary action.~~
- ~~58. Any other failure of good behavior or acts either during or outside of duty hours which are incompatible with or inimical to public service and which is of such a nature that it causes discredit to the appointing authority or the person's employment.~~

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

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

AND

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
DECEMBER 1, 2017 THROUGH NOVEMBER 30, 2020

TABLE OF CONTENTS

CHAPTER 1.	ADMINISTRATIVE	PAGE
	1.1 Preamble	1
	1.2 Recognition	1
	1.3 Implementation	1
	1.4 Effective and Termination Dates	1
	1.5 Ratification by Employees	1
	1.6 District Rights	2
	1.7 Definitions	3
	1.8 Renegotiation	4
CHAPTER 2.	COMPENSATION - WORKING CONDITONS	
	2.1 Compensation	5
	2.2 Work Week	5
	2.3 Overtime Hours/ Authorization	6
	2.4 On-call Procedures and Compensation	6
	2.5 Meal Periods	8
	2.6 Costs of Job Required Certificates and Licenses	9
	2.7 Longevity Pay	10
	2.8 Dress Code	10
	2.9 Working Out of Class	11
	2.10 Performance Evaluation Review	11
	2.11 Cost of Living Increase	11
	2.12 Equity Adjustments	12
CHAPTER 3.	INSURANCE BENEFITS	
	3.1 Health Insurance Benefits	13
	3.2 State Disability Insurance	13
	3.3 Retiree Health Insurance	14
CHAPTER 4.	LEAVES	
	4.1 Holidays	15
	4.2 Sick Leave	16
	4.3 Vacation Leave	18
	4.4 Leaves of Absence	19
	4.5 Jury Duty	19

TABLE OF CONTENTS (continued)

CHAPTER 5.	RETIREMENT BENEFITS	
	5.1 Public Employees Retirement System	20
	5.2 Deferred Compensation Plan	20
CHAPTER 6.	EMPLOYEE GRIEVANCE PROCEDURE	
	6.1 Purpose	21
	6.2 Grievance Procedure Steps	21
	6.3 General Rules for Grievances	22
	6.4 Time Extension	22
CHAPTER 7.	DISCIPLINARY PROCEDURES	
	7.1 General Rules of Conduct	23
	7.2 Examples of Unacceptable Conduct	23
	7.3 Types of Disciplinary Action	24
	7.4 Disciplinary Notice/Appeal Procedure	25
CHAPTER 8.	MISCELLANEOUS ISSUES	
	8.1 Substance Abuse and Fitness for Duty Policy	29
	8.2 Unlawful Harassment Policy	29
	8.3 District Vehicles	29
	8.4 Hiring Employees	30
	8.5 Peaceful Performance	30
	8.6 Order of Layoff	30

CHAPTER 1: ADMINISTRATIVE

1.1 PREAMBLE

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

1.2 RECOGNITION

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

1.3 IMPLEMENTATION

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

1.4 EFFECTIVE AND TERMINATION DATES

This Memorandum of Understanding shall become effective December 1, 2017, and will continue in effect through November 30, 2020, with respect to all employees represented by Local 39. During the period covered by the Memorandum of Understanding, any items concerning wages, hours, and terms and conditions of employment provided by this Memorandum of Understanding shall remain in effect unless the parties agree to revise the same by a written modification to this Memorandum of Understanding, subject to the limitations expressed in Section 3504 of the Government Code.

1.5 RATIFICATION BY EMPLOYEES

Pursuant to Government Code Section 3502.5 (b), an agency shop arrangement between the District and the Union will be placed in effect upon the signed petition by thirty (30) percent of employees in the applicable bargaining unit requesting an agency shop agreement and the approval of a majority of employees who cast ballots and vote in a secret ballot election in favor of the agency shop agreement.

This Memorandum of Understanding shall be presented by the Union to the employees of GDPUD subject to this agreement for ratification by said employees and shall thereafter be presented to the GDPUD Board of Directors, as the joint recommendations of the undersigned for salary and employee benefit and conditions of employment adjustments for the period of the Agreement. The employees covered under this MOU shall be those positions set forth on the salary schedule included in the attached **Attachment A**. Unless otherwise indicated herein, all provisions shall become effective on the date approved by the GDPUD Board.

1.6 DISTRICT RIGHTS

- A. The parties hereto recognize the District has and will retain the exclusive right to manage and direct the performance and assignment of District services and the work forces performing such services, unless the District has specifically delegated, abridged or modified any such right by this Agreement.

- B. The Union recognizes that the District and the General Manager retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law with respect to determining the level of and the manner in which the District's activities are conducted, managed, and administered. The Union recognizes the exclusive right of the General Manager to establish and maintain departmental rules and procedures for the administration of the District during the term of this Agreement.

- C. The District retains solely and exclusively all the rights, powers and authority exercised or held prior to the execution of this MOU, except as expressly limited by a specific provision of the MOU. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the District and not abridged herein include but are not limited to the following:
 - 1. To manage and direct District business and personnel; and
 - 2. To manage, control, and determine the mission of the District, building facilities, and operation; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; and
 - 3. To increase or decrease the work force and determine the number of employees needed; and
 - 4. To hire, transfer, promote, classify positions, and maintain the discipline and efficiency of District employees; and
 - 5. To establish work standards, schedules of operation and reasonable work load; and
 - 6. To specify or assign work requirements and require overtime to schedule working hours and shifts, to adopt rules of conduct; and
 - 7. To determine the type and scope of work to be performed by District employees and the services to be provided; and

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

1.7 DEFINITIONS

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

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

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

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

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

HOLIDAYS - Shall mean any holiday recognized by the District.

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

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

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

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

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

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

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

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

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

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

1.8 RENEGOTIATION

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

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

CHAPTER 2: COMPENSATION - WORKING CONDITIONS

2.1 COMPENSATION

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

2.2 WORK WEEK

The work week means a seven (7) day period beginning at 7:45 a.m. on each Monday and ending at 7:45 a.m. on the following Monday.

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

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

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

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

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

2.3 OVERTIME HOURS/AUTHORIZATION

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

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

2.4 ON-CALL PROCEDURES AND COMPENSATION

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

2.4.1 On-Call Procedures

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

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

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

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

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

2.4.2 On-Call Compensation

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

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

2.4.3 Rest Periods

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

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

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

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

- A) Report back to work to complete any remaining hours worked on his or her regular schedule; or
- B) Report back to work at the start of their next regularly scheduled shift, provided that his or her regular shift has ended upon the expiration of the ninth (9th) hour following the end of his or her call-back shift. (See examples below).

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

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

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

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

2.5 MEAL PERIODS

Field personnel will be allowed a thirty (30) minute lunch period. Employees may be subject to discipline if he or she returns from his or her lunch period late. In his or her discretion, the General Manager may extend the meal period and adjust the workday accordingly. Combining meal periods, "banking" meal periods from day-to-day, saving meal periods to shorten workdays or requesting compensatory time or overtime for work performed during meal periods shall not be allowed unless specifically authorized in writing.

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

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

2.6 COSTS OF JOB REQUIRED CERTIFICATES AND LICENSES

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

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

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

- B. Certificate Maintenance Expense Reimbursement - If the purpose of the training is to maintain a certificate that is a requirement of the employee's current position, travel expenses are eligible for reimbursement with prior authorization. Training is to be scheduled by the employee and shall not conflict with the work load of the District. Training will be scheduled within a 100-mile radius of the District. The employee may request the use of a District vehicle, if available. When two or more employees are attending a training session, the employees will ride together in a District vehicle and only the driver will be paid driving time. The employees may decide who the driver is. Driving responsibility shall not be divided between more than two employees per round trip. Time spent at training to maintain a required certificate is considered work time and the employee is not required to schedule leave. The meal period while at training to maintain a required certificate is not considered work time. Meals are not reimbursable unless they are included in the tuition.

2.7 LONGEVITY PAY

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

2.8 DRESS CODE

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

Employees working in the field shall wear his or her District-approved work shirt, provided by the District, and work pants. Employees will be reimbursed up to One Hundred Dollars (\$100.00) per calendar year for the purchase of work pants.

Employees working in the field may wear approved headwear.

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

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

2.8.1 Boot Reimbursement

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

No more than two (2) pairs of boots will be considered for reimbursement each fiscal year, on an as needed basis. The annual reimbursement by the District shall not exceed Two Hundred Dollars (\$200.00) per eligible employee. The type of boots eligible for reimbursement is subject to approval by the General Manager and no other footwear will be worn while on duty for the District.

2.9 WORKING OUT OF CLASS

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

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

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

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

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

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

2.10 PERFORMANCE EVALUATION REVIEW

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

2.11 COST OF LIVING INCREASE

Georgetown PUD shall increase wages for the positions listed in **Attachment A** each year on the first day of the first pay period in July. The amount of the percentage increase shall be set by the Consumer Price Index -Urban Wage Earners and Clerical Workers, West-B/C average,

All items Dec. 1996 = 100 for the month of March of each year. The percentage increase shall be at a minimum 1.5% and at maximum 4%.

2.12 EQUITY ADJUSTMENTS

The classifications listed below shall receive a 2.5% equity adjustment plus a cost of living adjustment, outlined in Section 2.11, effective the first full pay period in July 2018, and a 2.5% equity adjustment plus a cost of living adjustment, outlined in Section 2.11, effective the first full pay period in July 2019.

Classifications:

- Distribution Operator I/II
- Water Treatment Plant Operator II/III
- Distribution Operator Lead
- Water Treatment Plant Operator Lead

CHAPTER 3: INSURANCE BENEFITS

3.1 HEALTH INSURANCE BENEFITS

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

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

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

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

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

3.2 STATE DISABILITY INSURANCE

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

3.3 RETIREE HEALTH INSURANCE

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

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

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

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

CHAPTER 4: LEAVES

4.1 HOLIDAYS

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

New Year's Day
Martin Luther King, Jr. Day (the third Monday in January)
President's Day Observance (the third Monday in February)
Memorial Day Observance (the last Monday in May)
Independence Day
Labor Day Observance (the first Monday in September)
Veterans Day Observance (November 11)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Day after Christmas*

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

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

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

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

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

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

4.2 SICK LEAVE

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

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

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

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

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

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

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

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

Accrued sick leave is not compensable upon separation of service.

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

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

Upon return to work, employees may be required to submit a sick leave request form or record of sick leave use to his/ her supervisor for approval. The General Manager may request information in order to aid in the determination of whether the sick leave use is legitimate. The General Manager may require a physician's statement or acceptable substitute from an employee who applies for sick leave or make whatever reasonable investigation into the circumstances that appear warranted before taking action on a sick leave request.

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

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

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

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

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

- A. The first year an employee is identified as having excessive usage the employee shall be counseled by their supervisor and shall receive a sick leave reminder letter, which will be placed in the employee's personnel file.

- B. If an employee is identified as having excessive sick leave usage two consecutive years or two out of three years, the employee will be counseled by their supervisor and shall receive a written reprimand which will be placed in the employee's personnel file. All sick leave usage will require a doctor's excuse for a period of one year following the written reprimand.
- C. If an employee is identified as having excessive sick leave usage three consecutive years or three out of four years, the employee will receive a three-day suspension without pay. Sick leave usage will continue to require a doctor's excuse for a period of one year.
- D. If an employee is identified as having excessive sick leave usage in excess of four consecutive years or four out of five years, serious disciplinary action, which may include termination from service, will occur.

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

4.3 VACATION LEAVE

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

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

Vacation Accrual Rates:

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

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

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

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

4.4 LEAVES OF ABSENCE

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

4.5 JURY DUTY

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

CHAPTER 5: RETIREMENT BENEFITS

5.1 PUBLIC EMPLOYEES RETIREMENT SYSTEM

A. PERS RETIREMENT FIRST TIER

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

B. PERS RETIREMENT SECOND TIER

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

C. PERS RETIREMENT THIRD TIER

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

D. PERS RETIREMENT FOURTH TIER

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

5.2 DEFERRED COMPENSATION PLAN

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

CHAPTER 6: EMPLOYEE GRIEVANCE PROCEDURE

6.1 PURPOSE

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

6.2 GRIEVANCE PROCEDURE STEPS

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

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

The Level II grievance shall include the following:

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

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

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

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

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

6.3 GENERAL RULES FOR GRIEVANCES

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

If an employee does not present the grievance or does not appeal the decision rendered regarding the grievance, within the time limits specified above, the grievance shall be considered withdrawn.

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

6.4 TIME EXTENSION

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

CHAPTER 7: DISCIPLINARY PROCEDURES

7.1 GENERAL RULES OF CONDUCT

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

7.2 EXAMPLES OF UNACCEPTABLE CONDUCT

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

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

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

7.3 TYPES OF DISCIPLINARY ACTION

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

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

- G. Last Chance Agreement: In lieu of discharge, the District and Local 39 may agree to enter into a “Last Chance Agreement”, whereby the employee will remain employed with the District, but may be discharged at a later date for violating the District’s policies or this Memorandum of Understanding. Additionally, the employee agrees to waive his or her rights to challenge his or her termination in exchange for entering into a Last Chance Agreement and remaining employed

7.4 DISCIPLINARY NOTICE/Appeal Procedure

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

7.4.1 Written Notice of Proposed Action

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

A. Notice of the Disciplinary Action

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

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

7.4.2 Response Meeting/Skelly Review Meeting

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

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

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

7.4.3 Post-Skelly Final Notice

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

The final notice of disciplinary action shall include the following:

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

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

7.4.4 Appeals of Disciplinary Action

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

The appeal hearing shall be an evidentiary hearing with due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. However, the formal rules of evidence shall not apply, and the hearing officer shall be entitled to rely upon any evidence that reasonable persons would commonly rely upon in the course of the conduct of their business.

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

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

7.4.5 Selection of Hearing Officer for Appeal of Disciplinary Action

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

7.4.6 Appeal Hearing

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

7.4.7 Representation at Appeal

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

7.4.8 Notices to Witnesses

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

7.4.9 Failure of Employee to Appear at Appeal Hearing

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

7.4.10 Decision on the Appeal

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

7.4.11 Time Limits

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

CHAPTER 8: MISCELLANEOUS ISSUES

8.1 SUBSTANCE ABUSE AND FITNESS FOR DUTY POLICY

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

8.2 UNLAWFUL HARASSMENT POLICY

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

8.3 DISTRICT VEHICLES

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

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

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

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

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

8.4 HIRING EMPLOYEES

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

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

8.5 PEACEFUL PERFORMANCE

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

8.6 ORDER OF LAYOFF

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

the targeted classifications. The following sequence will be used to determine the order in which permanent employees in the targeted classifications will be laid off.

1. Permanent employees whose last recorded overall performance rating was "unacceptable" in the performance evaluation done ninety (90) days or more prior to the notice of layoff.
2. Permanent employees shall be laid off, by class, in the inverse order of seniority within classification within a department. Permanent part-time employees' seniority will be prorated based on hours worked.
 - a. Employees who voluntarily demote to a lower classification (not as part of a layoff and the layoff process) shall have their hours of service in the higher classification transferred to the lower classification for the purpose of calculating seniority for layoff purposes only.
3. The least senior employee may choose to "bump" to any class with the same or lower maximum salary in which the employee had previously served in a permanent status.
4. Ties. In the event of a tie in seniority the final decision will be made by lot.

WHEREFORE, THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED AND APPROVED ON _____, 2018.

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

GEORGETOWN DIVIDE
PUBLIC UTILITY DISTRICT

Chuck Thiel, Business Representative

Lon Uso, Board President

Martin Ceirante, Shop Steward

Steven Palmer, General Manager

Kyle Madison, Shop Steward

ATTACHMENT A

SALARY SCHEDULE

2017 REPRESENTED SALARY SCHEDULE

Range	Step A	Step B	Step C	Step D	Step E
Maintenance Worker I	\$18.21	\$19.12	\$20.07	\$21.09	\$22.12
Maintenance Worker II	\$21.08	\$22.11	\$23.21	\$24.39	\$25.60
Wastewater Technician I	\$19.10	\$20.05	\$21.07	\$21.78	\$23.20
Wastewater Technician II	\$22.12	\$23.23	\$24.40	\$25.61	\$26.89
Canal Operator I	\$20.05	\$21.07	\$22.10	\$23.23	\$24.38
Canal Operator II	\$22.65	\$23.80	\$24.98	\$26.22	\$27.53
Distribution Operator I	\$20.05	\$21.07	\$22.10	\$23.20	\$24.38
Distribution Operator II	\$24.60	\$25.83	\$27.13	\$28.48	\$29.90
Distribution Lead	\$30.14	\$31.65	\$33.15	\$34.89	\$36.64
Maintenance Lead	\$25.56	\$26.84	\$28.19	\$29.60	\$31.08
Water Treatment Plant Operator Lead	\$31.05	\$32.61	\$34.24	\$35.95	\$37.74
Water Treatment Plant Operator II	\$24.60	\$25.83	\$27.13	\$28.48	\$29.90
Water Treatment Plant Operator III	\$28.23	\$29.64	\$31.13	\$32.68	\$34.31
Field Superintendent	\$34.89	\$36.63	\$38.47	\$40.39	\$42.41

ATTACHMENT B

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

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

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

A. APPLICABILITY

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

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

B. PROHIBITED SUBSTANCES

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

1. Illegal Drugs

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

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

2. Legal Drugs

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

3. Alcohol

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

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

C. PROHIBITED CONDUCT

1. Manufacture, Trafficking, Possession, and Use

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

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

2. Impaired/Not Fit for Duty

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

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

3. Alcohol Use

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

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

D. NOTIFYING THE DISTRICT OF CRIMINAL DRUG CONVICTION

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

E. PROPER APPLICATION OF THE POLICY

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

F. TESTING FOR PROHIBITED SUBSTANCES

1. Compliance with Testing Requirements

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

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

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

2. Testing Procedures

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

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

3. Types of Testing—All District Employees

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

a. Pre-Employment Testing

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

b. Reasonable Suspicion Testing

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

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

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

c. Post-Accident Testing

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

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

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

d. Return-to-Duty Testing

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

e. Employee Requested Testing

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

4. Types of Testing—Employees with Commercial Drivers License

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

a. Random Testing

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

5. Treatment/Rehabilitation Program

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

a. Positive Controlled Substance and/or Alcohol Test

A Rehabilitation Program is available for District employees, who have tested positive for a Prohibited Substance on a one-time basis only. Employee will be immediately terminated on the

occurrence of a second verified positive test result. **Program costs and subsequent controlled substance or alcohol testing costs will be paid by the employee.**

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

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

b. Voluntary Admittance:

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

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

6. Confidentiality and Privacy

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

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

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

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

G. EMPLOYEE ASSESSMENT BY A SUBSTANCE ABUSE PROFESSIONAL

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

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

H. CONTACT PERSON

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

Name: Steve Palmer, or Designee
Title: General Manager
Address: 6425 Main Street, Georgetown, CA 95634
Telephone: (530) 333-4356

I. ACKNOWLEDGMENT

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

J. RESERVATION OF RIGHTS

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

APPENDIX "A"

**EMPLOYEE CLASSIFICATIONS
FOR THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT**

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

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

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

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

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

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

APPENDIX “B”
PROCEDURES
for
THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

A. PROCEDURES—REASONABLE SUSPICION TESTING

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

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

B. PROCEDURES—RANDOM TESTING

1. The compliance company notifies the supervisor to send the eligible employee to the collection site for alcohol or controlled substance testing.
2. The supervisor notifies the eligible employee to go to the collection site for alcohol or controlled substance testing immediately. Because of a testing facility requirement, the eligible employee in question must have proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the eligible employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the eligible employee with maximum privacy without compromising the integrity of the sample.
4. The eligible employee whose test results are negative (less than 0.02 alcohol concentration) will be reinstated. The eligible employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for twenty-four (24)

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

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

C. PROCEDURES—POST-ACCIDENT

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

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

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

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

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

E. PROCEDURES -CHAIN OF CUSTODY FOR CONTROLLED SUBSTANCE SPECIMENS

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

initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.

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

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

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

G. PROCEDURES -ALCOHOL CONCENTRATION

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

APPENDIX "C"

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

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

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

OBSERVATIONS

Date of Observation: _____ Location: _____

Time of Observation: From _____ am/pm To: _____ am/pm

A. PERSONAL BEHAVIOR (Check all that apply.)

1. SPEECH:

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

2. BALANCE:

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

3. WALKING:

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

4. AWARENESS:

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

5. APPEARANCE:

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

6. Other observed actions or behavior:

B. JOB PERFORMANCE (Check all that apply)

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

Increased concern about safety offenses (specify):

2. Quality and Quantity of Work

- Clear refusal to do assigned work
- Mistakes due to poor judgment
- Mistakes due to inattention
- Repeated mistakes in spite of increased guidance and supervision

- _____ More than usual supervision necessary
- _____ Reduced quantity of work/Takes longer to complete work
- _____ Inconsistent Quantity or quality of work
- _____ Missed deadlines/ Excessive procrastination
- _____ Difficulty in handling complex work assignments
- _____ Lack of concentration on-the-job
- _____ Waste of materials/ Damage to Company equipment or property
- _____ Near miss of serious accidents
- _____ Takes risks that can physically harm co-workers or the public
- _____ Frequent, unsupported explanations for poor work performance
- _____ Noticeable change in written and/or verbal communication
- _____ Complaints from customers about work performance

- _____ Other (specify): _____

3. Work Relationships/Personal Behavior

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

- _____ Other _____

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

C. POST-ACCIDENT (Please complete if applicable)

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

Above conduct and behavior witnessed by:

_____ Name of Director, Manager or Supervisor (Please Print)	_____ Phone
_____ Signature of Director, Manager or Supervisor	_____ Date
_____ Name of Witness (Preferred but not necessary)	_____ Phone
_____ Signature of Witness	_____ Date

APPENDIX "D"
AUTHORIZATION AND RELEASE OF PROTECTED HEALTH INFORMATION

<p>I hereby authorize the use and disclosure of my individually identifiable health information as described below. I understand that signing this authorization is voluntary. I understand that I am entitled to receive a copy of this form upon signing it.</p> <p>I understand that if the organization or individual authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations.</p> <p>I understand that I have a right to revoke this authorization, but that I must send a written revocation to the Georgetown Divide Public Utility District, attention General Manager, 6425 Main Street, Georgetown, CA 95634. I also understand that the revocation applies to uses and disclosures made <u>after</u> the revocation is made.</p>	
Employee Name:	
Person or organization authorized to RELEASE my health information:	Name: Address: City, State Zip: Phone Number:
Person or organization authorized to RECEIVE my health information:	Name: Address: City, State Zip: Phone Number:
Specific description of information is to be disclosed (be specific, include dates):	
What is the purpose of the disclosure?	
This authorization will expire on (date or event):	
Signed:	Date:
Patient Name (Print):	
If signed by a patient representative Representative Name (Print):	Relationship to Patient, including authority for status as representative:

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

APPENDIX "E"

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

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

Signature

Date

Printed Full Name

APPENDIX "F"
DEFINITIONS

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

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

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

ALCOHOL USE -means consumption of any beverage, mixture, or preparation, including any medication containing ethyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor-filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

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. BATs are the only qualified personnel to administer the EBT tests.

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

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

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

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

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

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

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

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

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

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

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

Amphetamines
Amphetamine 500 ng/ml
Methamphetamine (1) 500 ng/ml
Cocaine Metabolite (2) 150 ng/ml
Marijuana Metabolite (THC) (3) 15 ng/ml
Opiates
Morphine 2000 ng/ml
Codeine 2000 ng/ml
6-Acetylmorphine (4) 10 ng/ml
Phencyclidine (PCP) 25 ng/ml

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAFETY-SENSITIVE EMPLOYEE (FUNCTION AND/OR POSITION) -An employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

A complete list of safety-sensitive employee (function and/or position) classifications is listed in **Appendix “A”** of this Substance Abuse Policy Statement.

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

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

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

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

RESOLUTION NO. 2018-43
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY
ENGINEERS LOCAL NO. 39

WHEREAS, the current Memorandum of Understanding with the International Union of Operating Engineers Local No. 39 (MOU) covered the period from December 2, 2014 through December 1, 2017; and

WHEREAS, in anticipation of the expiration of that MOU, on September 1, 2017 Local 39 sent the District official notice of opening for negotiating a new MOU; and

WHEREAS, the District and Local 39 have been negotiating terms for the new MOU and have reached tentative agreement on the terms and the MOU was ratified by Local 39 membership on July 18, 2018 ("New MOU"); and

WHEREAS, the term of the New MOU will be December 2, 2017 through November 30, 2020, and in order for the New MOU to become effective, the Board must take formal action to approve.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS that the New MOU is approved.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 14th day of August 2018, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Londres Uso, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Steven Palmer, Clerk and
Ex officio Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2018-43 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 14th day of August 2018.

Steven Palmer, Clerk and
Ex officio Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Local 39 MOU Changes

- Notice to renegotiate Sept 2020
- Strengthen language requiring prior authorization for overtime
- Clarify pay during call-outs from standby
- Add section regarding mandatory rest periods for after hours callouts
- Revise lunch period language
- Clarify requirement to wear District work shirts
- Equity adjustments of 2.5% per year for two years for Distribution Operator I/II/Lead, Water Treatment Plant Operator II/III/Lead

Local 39 MOU Changes

- Clarify pay for time worked on holidays
- More comprehensive disciplinary and grievance procedure
- More comprehensive drug and alcohol policy
- Add Field Superintendent to bargaining unit

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF AUGUST 14, 2018
AGENDA ITEM NO. 10.A.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: SECOND READING OF AN ORDINANCE CERTIFYING ANNUAL DIRECT CHARGES – FEES AND ASSESSMENTS

PREPARED BY: Stephanie Beck, Administrative Assistant III 

APPROVED BY: Steven Palmer, PE, General Manager 

BACKGROUND

Ordinance 2018-01 (“Ordinance”) allows the District to place a lien on property of customers with delinquent balances as of June 30, 2018, and to place the annual charges for the District’s assessment districts. The Ordinance was introduced at the regular Board meeting of July 10, 2018.

Attached to the Ordinance is a preliminary list of delinquent customers. The list will be modified up to the date of submission to the County, which can be no later than August 31, 2018, by removing all customers who have made payments on the balances. The other amounts to be placed on certain property owners’ tax bills relate to previously implemented water facility assessment districts. These annual assessments typically continue until the related assessment district debt is retired.

DISCUSSION

This is the second reading of Ordinance 2018-01 (Attachment 1). As required by law, the notice of this Public Hearing was published in the Georgetown Gazette on July 19, 2018. The Proof of Publication is included with this report as Attachment 2.

The adopted ordinance will be submitted to the County for the approval of the charges to be placed on the tax bills, along with the following documents:

- Governing Authorization Certification
- Proposition 218 Certification
- Direct Charge Information Sheet
- Local Agency Special Tax & Bond Accountability Act – Response Form
- Secured/Unsecured Tax Roll Certification Form
- Consultant Authorization, if needed

FISCAL IMPACT

This action is required for the District to collect the annual assessments and any unpaid charges.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors adopt Ordinance 2018-01.

ATTACHMENTS

1. Ordinance 2018-01
2. Proof of Publication

ORDINANCE 2018-01

**AN ORDINANCE OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
STATING THE PURPOSE FOR ADDING TO AND MAKING ASSESSMENTS
LEVIED UPON THE LAND UPON WHICH WATER SERVICE WAS USED AND
CHARGES UNPAID AND FOR ANNUAL ASSESSMENT DISTRICT LEVIES**

BE IT ENACTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, County of El Dorado, State of California, as follows:

1. The Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT hereby declares that for Fiscal Year 2017-18 the Georgetown Divide Public Utility District, water service and related water quality services were furnished to and used on certain parcels of land upon which the annual assessment is, by this said ordinance levied for unpaid charges thereof as of June 30, 2018. Said parcels are set forth in Exhibit A attached hereto and made a part hereof. It is further declared said certain parcels of land are owned, controlled, or in the possession of the same person who owned, controlled, or was in possession of it during the time such service charges were incurred, or if transfers were made of the property since the date such charges were incurred, such transfers have been made by gift, descent, bequest, or devise. It is further declared that said unpaid charges are to be added to and made a part of the annual assessment levied upon said certain parcels of land, shall become a lien upon said parcels of land, and the Board of Directors shall include in its statement to be transmitted to the County Auditor, the amount of said charges upon said certain parcels of land.

2. The Board of Directors hereby orders the Clerk of said GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT to transmit to the County-Auditor a statement of the unpaid charges to be levied which may be added to and become a part of the first installment of the assessment.

3. The Board of Directors hereby orders the Clerk of said GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT to transmit to the County Auditor the forms required to levy the annual assessments for the assessment districts within the Georgetown Divide Public Utility District with outstanding debt. For Fiscal Year 2018-19, outstanding debt remains for the following assessment districts:

Stewart Mine Water Assessment District
Kelsey North Water Assessment District

4. A certified copy of this Ordinance shall be transmitted to the County-Auditor of the County of El Dorado, State of California, upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT held on the 14th day of August 2018, by the following vote:

AYES:

NAYS:

ABSENT:

Londres Uso, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Steven Palmer, Clerk and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

****EXHIBIT A****

Georgetown Divide Public Utility District
 2018 Tax Roll Delinquencies

This list is the preliminary list, it could be reduced before publishing in the paper and before forwarding to the County.

Assessor's Parcel Number	Legal Owner	Amount
61-810-02	STONE, JESS CHRISTIAN TR	\$142.35
62-390-30	PETERSON, MARVEL	142.35
61-140-14	URES, FLORENCE	142.35
61-441-28	SANCHEZ, FORREST	316.91
61-252-03	RAMOS, GARY/MARCIA	201.76
60-180-32	STEINES, ROBERT/KARIN	142.35
60-361-02	DIPIETO, ROBERT	303.94
88-050-64	ROTHAUS, JACK A TRUST	142.35
88-070-14	BAHRI, FOUED/FRANCINE	142.35
88-050-02	HOULIHAN, MIKE	256.98
88-282-02	NIBBELINK, BRAD	142.35
88-200-42	GOULD, REGINALD	142.35
60-420-15	EBERSOLE, TRENTON	142.35
88-160-08	ALESSI, ANDY J.	139.46
88-310-08	YEE, KENNETH	142.35
60-470-76	LYKINS, JORDAN	142.35
60-352-12	RENDON, VALERIO	142.35
60-352-10	RENDON, VALERIO	142.35
61-691-12	WHITE, JAMES A.	71.53
74-100-42	CHENG, TAN	71.53
60-060-15	EMERSON, JAMES	142.35
60-060-09	EATON LIVING TRUST	142.35
74-173-02	LAURENCE, LEONORA	142.35
74-110-44	SECTION OF HOUSING AND URBAN DEVEL.	143.10
73-321-11	CDHADDA INVEST GROUP LLC,	88.96
73-332-08	HERNANDEZ, MANUEL	212.29
73-072-14	AMARAL, DANIEL/SUSAN	261.19
72-072-06	CAMPBELL, RAY/ELIZABETH	944.06
72-352-02	VIRAY, MARCELINO I./ANITA	261.19
61-642-03	GAVRYUSH, PETR	231.12
104-320-02	HIGGINS, PAMELA	71.53
71-410-12	NIEGEL, NOLA	142.35
71-461-06	NOSEWICZ, MICHAEL	59.41
104-250-79	HARMON, MICHAEL	566.63
61-641-02	MCCRERY, SEAN	85.59
	TOTAL	\$6,707.13

CERTIFICATION

I hereby certify that the foregoing is a full, true, and correct copy of **Ordinance 2018-01** duly and regularly adopted by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, El Dorado County, California, at a meeting duly held on the 14th day of August 2018.

Steven Palmer, Clerk and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



PROOF OF PUBLICATION
(2015.5 C.C.P.)

Board Meeting of 8/14/2018
AGENDA ITEM 10.A.
Attachment 2
Page 1 of 1

**Proof of Publication of:
NOTICE OF PUBLIC HEARING**

STATE OF CALIFORNIA
County of El Dorado

I am a citizen of the United States and a resident of the County aforesaid; I'm over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am a principal agent of and/or the publisher of the El Dorado Gazette, Georgetown Gazette & Town Crier, a newspaper of general circulation printed and published once each week in the town of Georgetown, Ponderosa Judicial District, County of El Dorado, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court to the County of El Dorado, State of California, under the date of April 3, 1970, Case Number 18589; that the notice, of which the attached is a printed copy (set in type no smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

07/19

All in the year 2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Placerville, California, this 19TH day of JULY, 2018

Signature

**NOTICE OF PUBLIC HEARING
AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ADDING ORDINANCE 2018-01 STATING THE PURPOSE FOR ADDING TO AND MAKING ASSESSMENTS LEVIED UPON THE LAND UPON WHICH WATER SERVICE WAS USED AND CHARGES UNPAID AND FOR ANNUAL ASSESSMENT LEVIES**

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Board of Directors of the Georgetown Divide Public Utility District (the "District") at its next regularly scheduled meeting of August 14, 2018, at 2:00 PM at the District Office located at 6425 Main Street, Georgetown, California, for a vote on the adoption of Ordinance 2018-01 (the "Ordinance") stating the purpose for adding to and making assessments levied upon the land upon which water service was used, during fiscal year 2017-2018, and for which charges are unpaid as of June 30, 2018, and further declaring that said unpaid charges are to be added to and made a part of the annual assessment levied upon said certain parcels of land.

ALL INTERESTED PARTIES are invited to attend the August 14, 2018, Public Hearing, to express opinions or submit evidence for or against the approval of the Ordinance. At the above-noted time and place, testimony from interested persons will be heard and considered by the District Board of Directors prior to taking action or asking any recommendation on the Ordinance. Upon request, the agenda and the documents in the hearing agenda packet can be made available to persons with a disability. In compliance with the Americans with Disabilities Act, the District encourages those with disabilities to participate fully in the public hearing process. Any person requiring special assistance to participate in the meeting should call (530) 333-4356 or email spalmer@gd-pud.org at least forty-eight (48) hours prior to the meeting.

Written comments are also accepted, prior to the hearing by the District at P.O. Box 4240, Georgetown, CA 95634. Information regarding the hearing is on file and may be viewed by interested individuals at the District Office located at 6425 Main Street, Georgetown, California. If a challenge to the above-proposed actions is made in court, persons may be limited to raising only those issues they or someone else raised at the public hearing described in this Notice, or in written correspondence delivered to the District Board of Directors.

Copies of the proposed Ordinance are available for public review at the District Office, located at 6425 Main Street, Georgetown, California.

If you have any questions, please call the District Clerk at (530) 333-4356, or stop by the office at 6425 Main Street, Georgetown, California.

7/19

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