



Board Report
Director Michael Saunders
February 2024

Meetings/Events attended

Regional Water Authority

Executive Committee Meeting (Sacramento) - 2/20/24

Association of California Water Agencies

ACWA Water Rights Workgroup - 2/15/24

Continue to work on a draft for ACWA-Endorsed Water Rights Principles. These will be used for helping to guide the advocacy of Legislation and guidelines involving water rights.

Investment Subcommittee - 2/22/24

ACWA Membership Committee - 2/22/24

California Special Districts Association

CSDA Legislator of the Year - 2/15/24 (El Dorado Irrigation District, Placerville)

Sen. Marie Alvarado-Gil received the award for her advocacy and funding she has brought to the area and Special Districts.

Legislative Report:

Looking for District Position Votes on the following Items

Vote options Support, oppose, no action

LIHWAP Act

SB 1110

SB 1072

Senator Padilla's Sponsored bill:

Low-Income Household Water Assistance Program (LIHWAP) Establishment Act

See attached:

This would make the LIHWAP program permanent.

Recommendation: Support

“Low-Income Household Water Assistance Program (LIHWAP) Establishment Act”
Section by Section
December 2023

Section 1. Short Title

This Act may be cited as the Low-Income Household Water Assistance Program Establishment Act.

Section 2. Low-Income Household Water Assistance Program

Definitions

“Eligible Entity” means a State, or Indian tribe, that is eligible to receive or previously received a grant under the Low-Income Home Energy Assistance Act of 1981.

“Low-income household” means a household—

- A) In which 1 or more individuals are receiving assistance under the following programs—
 - Low-Income Home Energy Assistance Program (LIHEAP)
 - Means-tested Veterans Programs
 - Supplemental Security Income (SSI)
 - Supplemental Nutrition Assistance Program (SNAP)
 - Temporary Assistance for Needy Families (TANF)
- B) That has an income that, as determined by the State or Indian tribe, does not exceed the greater of—
 - (i) an amount equal to 150 percent of the poverty level;
 - (ii) an amount equal to 60 percent of the State median income for that State or the State in which the Indian tribe is primarily located; or
 - (iii) an amount equal to 60 percent of the Area Median Income for the area in which the household is located.

Establishment of the Low-Income Household Water Assistance Program

Directs the Secretary of Health and Human Services in consultation with the Administrator of the Environmental Protection Agency to establish the Low-Income Household Water Assistance Program to award grants to eligible entities to provide funds to owners and operators of public water systems or treatment works to assist low-income households in paying arrearages and other rates charged to such households for drinking water or wastewater services.

Eligible entities may also use up to fifteen percent of funds to offset the cost of administering, determining eligibility of, and conducting outreach to low-income households.

Formula

Directs the Secretary of Health and Human Services to award grants to States or Tribes based on the percentage of households in the State or Tribe with income equal to or less than 150 percent of the poverty level or that spend more than 30 percent of monthly income on housing.

Sets aside three percent of award funding to provide grants to nonprofits in rural or underserved areas or for Tribes.

Applications

Directs the Secretary of Health and Human Services to establish application requirements for all eligible entities to apply for program funds and submit to the Agency.

Limitations

Restricts the use of funds for the purpose of reimbursing awarded entities for any other program that assists low-income households maintain access to affordable drinking water or wastewater services.

Technical Assistance

Directs the Secretary of Health and Human Services to provide technical assistance to award recipients in order for those recipients to establish data sharing agreements that streamline eligibility requirements for low-income households.

Transfer Authority

Establishes that upon the completion of the Environmental Protection Agency report on the results of the "RURAL AND LOW-INCOME WATER ASSISTANCE PILOT PROGRAM," as directed by the *Infrastructure Investments and Jobs Act*, the Secretary of Health and Human Services must transfer the Low-Income Household Water Assistance Program authority to the Environmental Protection Agency.

Administration

Establishes that the Administrator of the Environmental Protection Agency will carry out all functions of the Secretary of Health and Human Services for purposes of administering the program.

Clarifies that all grants previously awarded by the Secretary of Health and Human Services must still be administered by the Secretary but that all other unobligated balances will be transferred to authority of the Administrator of the Environmental Protection Agency.

Appropriations

Authorizes such sums as may be necessary to carry out this section.

SENATE BILL

NO. 1110

Introduced by Senator Ashby

February 13, 2024

An act to amend Section 10609.26 of the Water Code, relating to water.

SB 1110, as introduced, Ashby. Urban retail water suppliers: informational order: conservation order.

Existing law authorizes the State Water Resources Control Board, on and after January 1, 2024, to issue informational orders pertaining to water production, water use, and water conservation to an urban retail water supplier that does not meet its urban water use objective. Existing law requires the board to consider certain information in determining whether to issue an informational order.

This bill would require the board to additionally consider lower cost actions the water supplier has implemented or will implement in order to help the water supplier achieve overall water supply resiliency in determining whether to issue an informational order.

Existing law authorizes the board, on and after January 1, 2026, to issue a conservation order to an urban retail water supplier that does not meet its urban water use objective.

This bill would authorize the board to consider the water supplier's overall water supply management portfolio, including lower cost actions the water supplier has implemented or will implement in order to help the water supplier achieve overall water supply resiliency in deciding whether to issue a conservation order.

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 10609.26 of the Water Code is amended to read:

10609.26. (a) (1) On and after January 1, 2024, the board may issue informational orders pertaining to water production, water use, and water conservation to an urban retail water supplier that does not meet its urban water use objective required by this chapter. Informational orders are intended to obtain information on supplier activities, water production, and conservation efforts in order to identify technical assistance needs and assist urban water suppliers in meeting their urban water use objectives.

(2) In determining whether to issue an informational order, the board shall consider the degree to which the urban retail water supplier is not meeting its urban water use objective, information provided in the report required by Section 10609.24, ~~and~~ actions the urban retail water supplier has implemented or will implement in order to help meet the urban water use ~~objective~~. *objective, and lower cost actions the water supplier has implemented or will implement in order to help the water supplier achieve overall water supply resiliency.*

(3) The board shall share information received pursuant to this subdivision with the department.

(4) An urban water supplier may request technical assistance from the department. The technical assistance may, to the extent available, include guidance documents, tools, and data.

(b) On and after January 1, 2025, the board may issue a written notice to an urban retail water supplier that does not meet its urban water use objective required by this chapter. The written notice may warn the urban retail water supplier that it is not meeting its urban water use objective described in Section 10609.20 and is not making adequate progress in meeting the urban water use objective, and may request that the urban retail water supplier address areas of concern in its next annual report required by Section 10609.24. In deciding whether to issue a written notice, the board may consider whether the urban retail water supplier has received an informational order, the degree to which the urban retail water supplier is not meeting its urban water use objective, information provided in the report required by Section 10609.24, and actions the urban retail water supplier has implemented or will implement in order to help meet its urban water use objective.

(c) (1) On and after January 1, 2026, the board may issue a conservation order to an urban retail water supplier that does not meet its urban water use objective. A conservation order may consist of, but is not limited to, referral to the department for technical assistance, requirements for education and outreach, requirements for local enforcement, and other efforts to assist urban retail water suppliers in meeting their urban water use objective. *In deciding whether to issue a conservation order, the board may consider the water supplier's overall water supply management portfolio, including lower cost actions the water supplier has implemented or will implement in order to help the water supplier achieve overall water supply resiliency.*

(2) In issuing a conservation order, the board shall identify specific deficiencies in an urban retail water supplier's progress towards meeting its urban water use objective, and identify specific actions to address the deficiencies.

(3) The board may request that the department provide an urban retail water supplier with technical assistance to support the urban retail water supplier's actions to remedy the deficiencies.

(d) A conservation order issued in accordance with this chapter may include requiring actions intended to increase water-use efficiency, but shall not curtail or otherwise limit the exercise of a water right, nor shall it require the imposition of civil liability pursuant to Section 377.

SB 1110 would specify that the Water Board can forgo strict enforcement of water efficiency requirements if there are lower cost water supply options.

Recommendation: Support

SB 1072, as introduced, Padilla. Local government: Proposition 218: remedies.

The California Constitution sets forth various requirements for the imposition of local taxes. The California Constitution excludes from classification as a tax assessments and property-related fees imposed in accordance with provisions of the California Constitution that establish requirements for those assessments and property-related fees. Under these requirements, an assessment is prohibited from being imposed on any parcel if it exceeds the reasonable cost of the proportional special benefit conferred on that parcel, and a fee or charge imposed on any parcel or person as an incident of property ownership is prohibited from exceeding the proportional cost of the service attributable to the parcel.

Existing law, known as the Proposition 218 Omnibus Implementation Act, prescribes specific procedures and parameters for local compliance with the requirements of the California Constitution for assessments and property-related fees.

This bill would require, if a property-related fee or charge creates revenues in excess of the local government's reasonable cost of providing the specific benefit or specific government service, that the excess revenues be used only to reduce the subsequently adopted and following property-related fee or charge. The bill would declare that this provision is declaratory of existing law.

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Article 4.6.5 (commencing with Section 53758.5) is added to Chapter 4 of Part 1 of Division 2 of Title 5 of the Government Code, to read:

Article 4.6.5. Property-Related Fee or Charge Remedies

53758.5. (a) If a property-related fee or charge creates revenues in excess of the local government's reasonable cost to provide that specific benefit or specific government service, then the excess revenues shall be used only to reduce the subsequently adopted and following property-related fee or charge.

(b) This section does not constitute a change in, but is declaratory of, existing law.

SB 1072 would amend and remedy issues with Prop 218.

Recommend: Support

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Report for February 2024

Presented to the GDPUD Board of Directors
by Operations Manager: Adam Brown

Informational Item
March 7, 2024

Stumpy Meadows Historical Capacity Chart



Note: Full Pool – 21,206 acre feet | March 1, 2024 – 21,206 acre feet (Full Capacity February 5, 2024)

Treatment Operations

Walton Lake Treatment Plant

15.593 mg | 537,689 average gpd

- ✓ No operational shutdowns

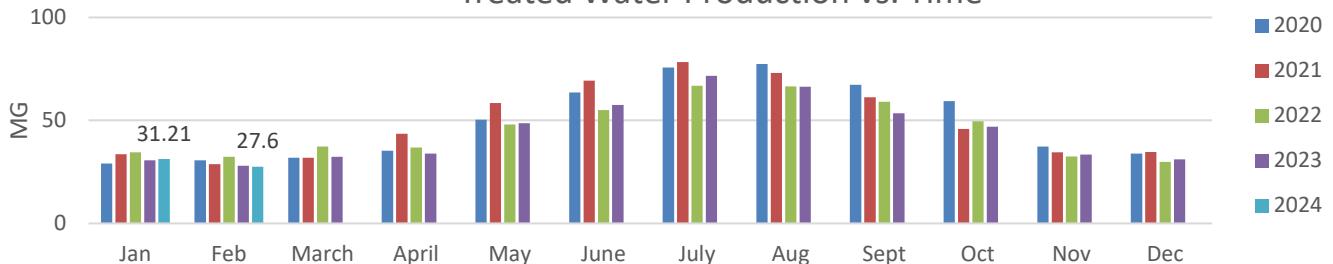
Water Quality Monitoring:

- ✓ All finished water was in compliance with drinking water standards.
- ✓ Collected routine bacteria distribution and quarterly disinfection by products samples.
- ✓ Distribution monitoring samples were absent of bacteriological contamination indicating adequate disinfection.

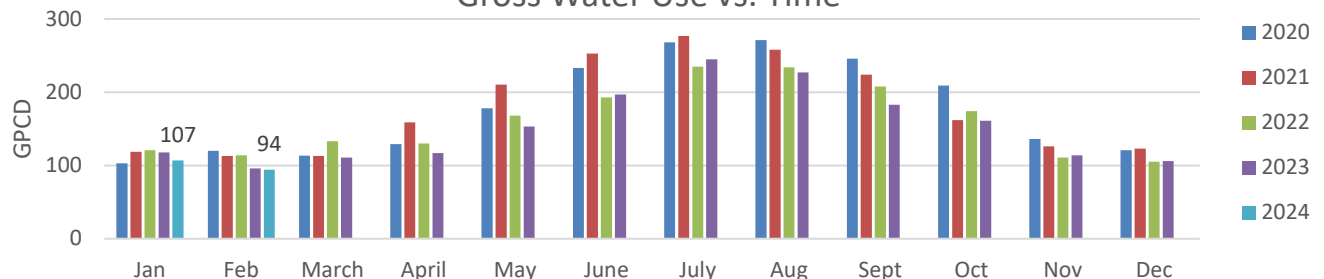
Sweetwater Treatment Plant

12.009 mg | 414,103 average gpd

Treated Water Production vs. Time



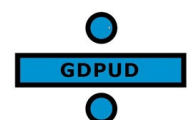
Gross Water Use vs. Time



Notes:

GPCD – Gallons per Capita per Day

MG – millions gallons



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Report for February 2024

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Informational Item
March 7, 2024

Summary of Field Work Activities

Activity	Department	Events	Labor Hours	Total Cost
Water Main/Lateral Break Repair	5400/5200	6	42	\$3,713
Underground Service Alert Response	5400	212	94	\$5,696
Adjustment	All	1	1	\$57
Add to System	5400	22	19	\$1,170
Flush	All	7	10	\$503
Filter Backwash	5300	21	27	\$1,384
Calibrate	5300	6	8	\$410
Locate	All	2	3	\$202
Exercise	5400	3	7	\$319
Payment Enforcement	5400	39	40	\$2,097
AMR Download	5400	1	0.5	\$33
Clean	All	13	106	\$5,814
Escrow Read	5400	13	12	\$665
Improvement	All	17	251	\$14,711
Inspect	All	58	36	\$1,907
Install	All	3	14	\$652
Investigate	All	21	30	\$2,148
Repair	All	7	27	\$6,829
Main Ditch Checks	5200	20	72	\$2,613
Maintenance	All	19	58	\$7,161
Meter Read	5400	26	27	\$1,558
Remove Tree Roots	5100/5200	4	28	1,111
Pump Station Checks	5400	14	21	\$1,219
Replace	All	23	75	\$6,732
Run Upper Ditch	5100	7	49	\$1,979
Sample	5300/5400	17	17	\$1,010
Treatment Plants Checks	5300	58	218	\$18,482
Up Country Canal Checks	5100	16	102	\$4,176
Walk Ditch	5100/5200	13	68	\$2,830
Vegetation Clearing	All	20	105	\$4,723
Customer Requests	All	6	-	\$3,575

Notes:

5100 – Source and Supply
5200 – Raw Water Conveyance
5300 – Treatment
5400 – Treated Water Distribution
5600 – Corporation Yard

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Report for February 2024

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by Operations Manager: Adam Brown

Informational Item
March 7, 2024

February Activities Photo Documentation



Kelsey Ditch Cleaning – 920 Feet | 34 Labor Hours | Excavator, Service Truck



Taylor Mine Ditch Crib Wall Improvement – 28 Labor Hours | Utility Trucks, Hand Tools

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

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Informational Item
March 7, 2024



Irrigation Supply Shed Repair – 89 Labor Hours | Utility Truck, Building Material



Garden Valley Pipeline Repair – 18 Labor Hours | Excavator, Dump/Utility Truck

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Report for February 2024

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by Operations Manager: Adam Brown

Informational Item
March 7, 2024



Main Saddle/Later Repair – 30 Labor Hours | Excavator, Vacuum Trailer, Service/Dump Truck, Hand Tools



System Wide Valve Box Replacement – 75 Labor Hours | Service Truck, Vac Trailer

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Report for February 2024

Presented to the GDPUD Board of Directors
by Operations Manager: Adam Brown

Informational Item
March 7, 2024

Capital Improvement Program – 2023/2024

Tunnel Inspection and Lining

- Will be shifted to 2024/2025.

Infrastructure Replacement/HQ Building

- More updates shifted to 2024/2025. Irrigation Supply shed completed

Distribution Tank Coating

- Inspection completed February 27 and 28

Vehicle Replacements

- Substantially Completed

Master Meters

- Weather Pending

Pump Station Retrofit

- Contractor Approval – March 7, 2024 board meeting

Treated Water Line Replacement

- Weather Pending

Pressure Regulating Valves

- None in February

Air Release Valves

- None in February

Water System Reliability Study

- Strategic Planning Workshop

General Activities

Capital Improvement Projects

CalFire Grant

- 25% Payment received and equipment ordered

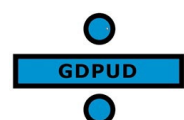
FEMA Reimbursements and Project Development

- Road Repair – FEMA Review
- Silt Removal – Final work, April
- Walton Lake Dredging Project – Submitted for Funding

USDA Rural Develop Disaster Assistance

- Preliminary Engineering Report Complete
- Environmental Permitting, Substantially Complete

General Customer Service



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Report for February 2024

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by Operations Manager: Adam Brown

Informational Item
March 7, 2024

Monthly Water Demand Assessment

Month	2021		2022		2023		2024	
	Gallons per Capita per Day (GPCD)							
	Gross Water Use	Residential	Gross Water Use	Residential	Gross Water Use	Residential	Gross Water Use	Residential
January	119	107	121	72	118	49	107	49
February	113	98	114	80	96	54	94	54
March	112	119	133	109	111	49		
April	159	123	130	113	117	80		
May	211	186	168	133	153	142		
June	253	192	193	161	197	147		
July	276	233	235	193	245	188		
August	257	215	234	192	227	205		
September	222	155	207	172	183	147		
October	161	150	174	141	161	153		
November	126	83	111	86	114	86		
December	122	60	105	83	106	83		

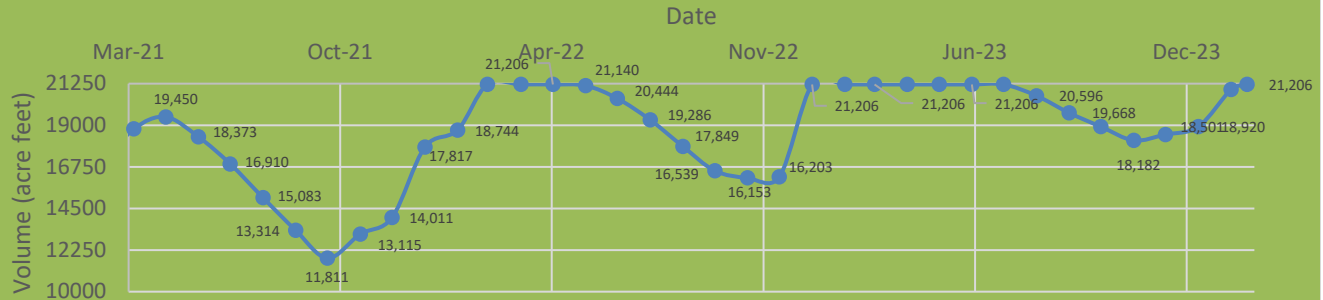
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Water Resources Report

Presented to the GDPUD Irrigation Committee
by Operations Manager: Adam Brown

Informational Item
February 20, 2024

Stumpy Meadows Historical Capacity Chart



Note: Full Pool – 21,206 acre feet | February 16, 2024 – 21,206 acre feet

Water Supply/Budget

February 15, 2024

2023/2024 Water Year Water Budget Outcome Scenarios

Exceedance Percentile	Stumpy Meadows Inflow (2023/2024 Water Year)
10 th Percentile	129,389
25 th Percentile	120,636
50 th Percentile	33,001
75 th Percentile	17,828
90 th Percentile	11,793
95 th Percentile	9,066

Notes

units – acre feet

A water budget was prepared for water year 2023/2024 and is included below. Utilizing current supply, projected demand, available climate forecast and the District's forecast tool, expected inflow into Stumpy Meadows is estimated to range between 9,066 and 129,389 acre feet (ac-ft). Stumpy Meadows reached capacity on February 5, 2024, therefore it is anticipated no water delivery restrictions for the 2024 water season. Forecast output charts are included on page two.

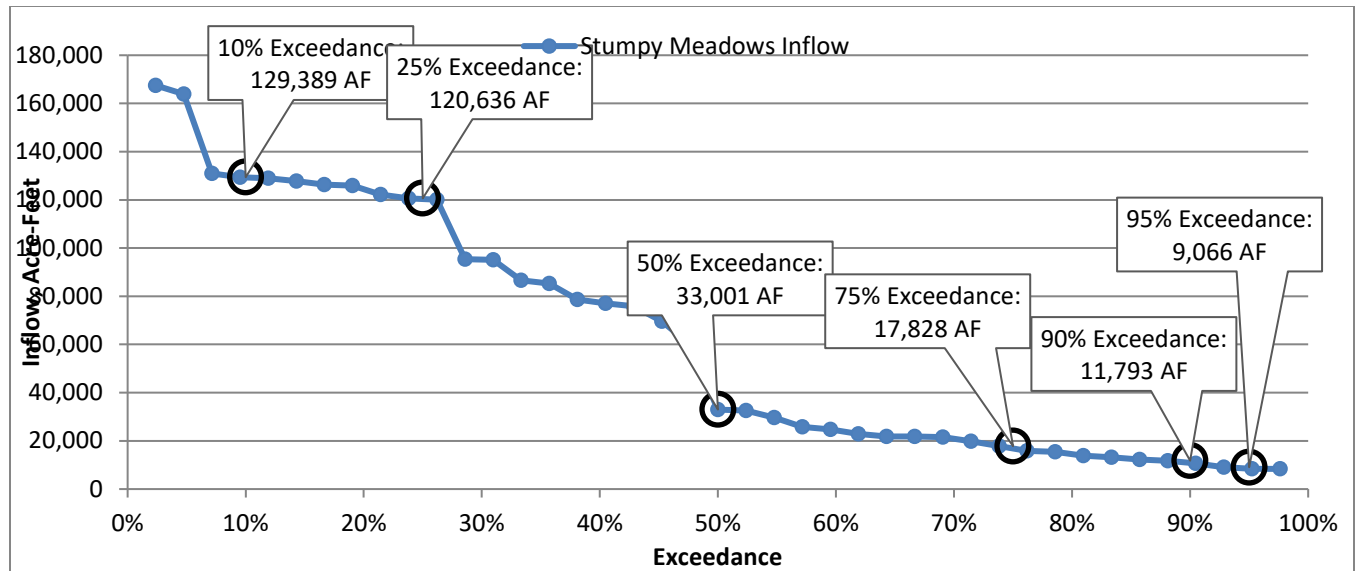
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Water Resources Report

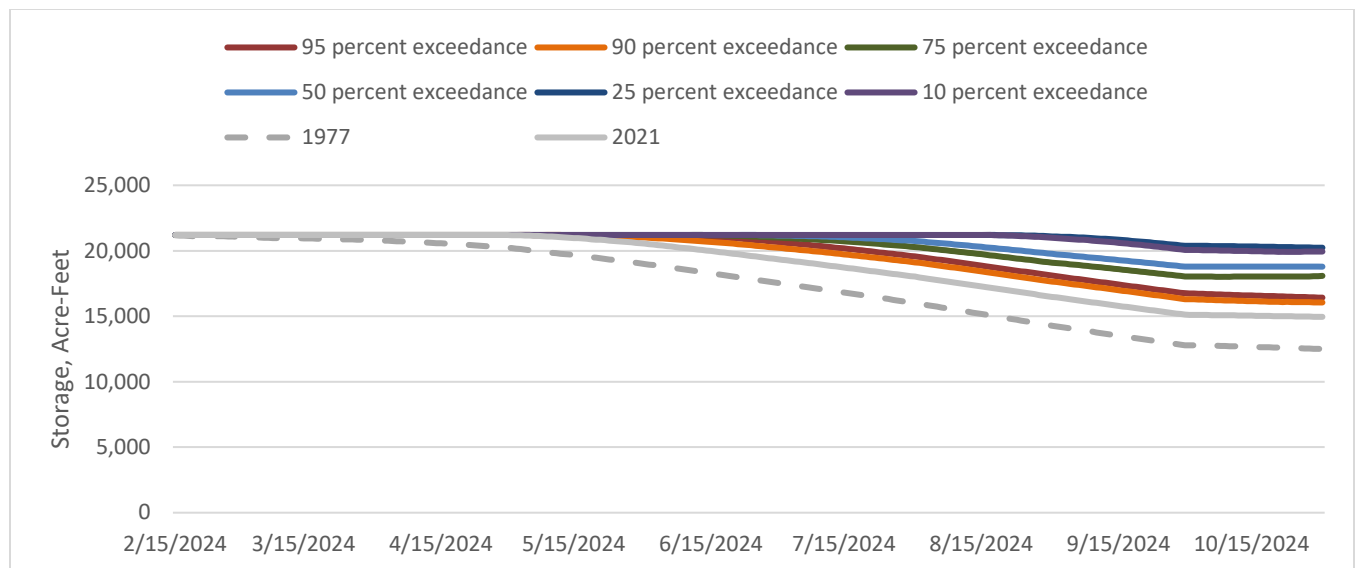
Presented to the GDPUD Irrigation Committee
by Operations Manager: Adam Brown

Informational Item
February 20, 2024

Total Inflow to Stumpy Meadow Reservoir, Remainder of Water Year



Stumpy Meadow Reservoir Storage



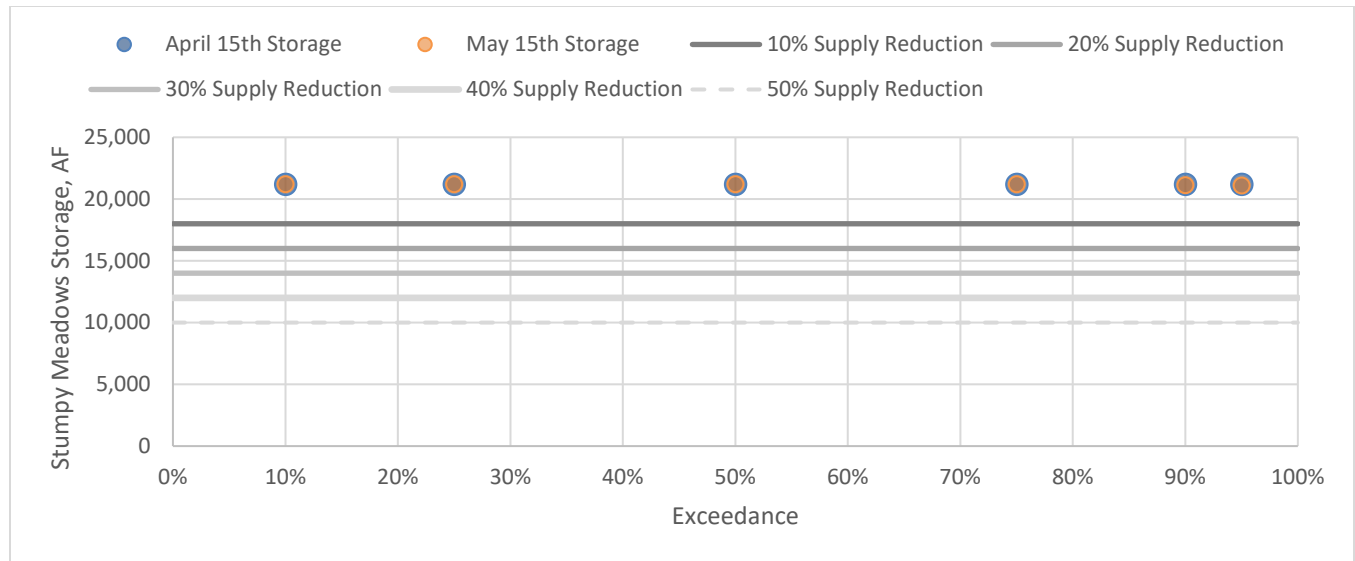
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Water Resources Report

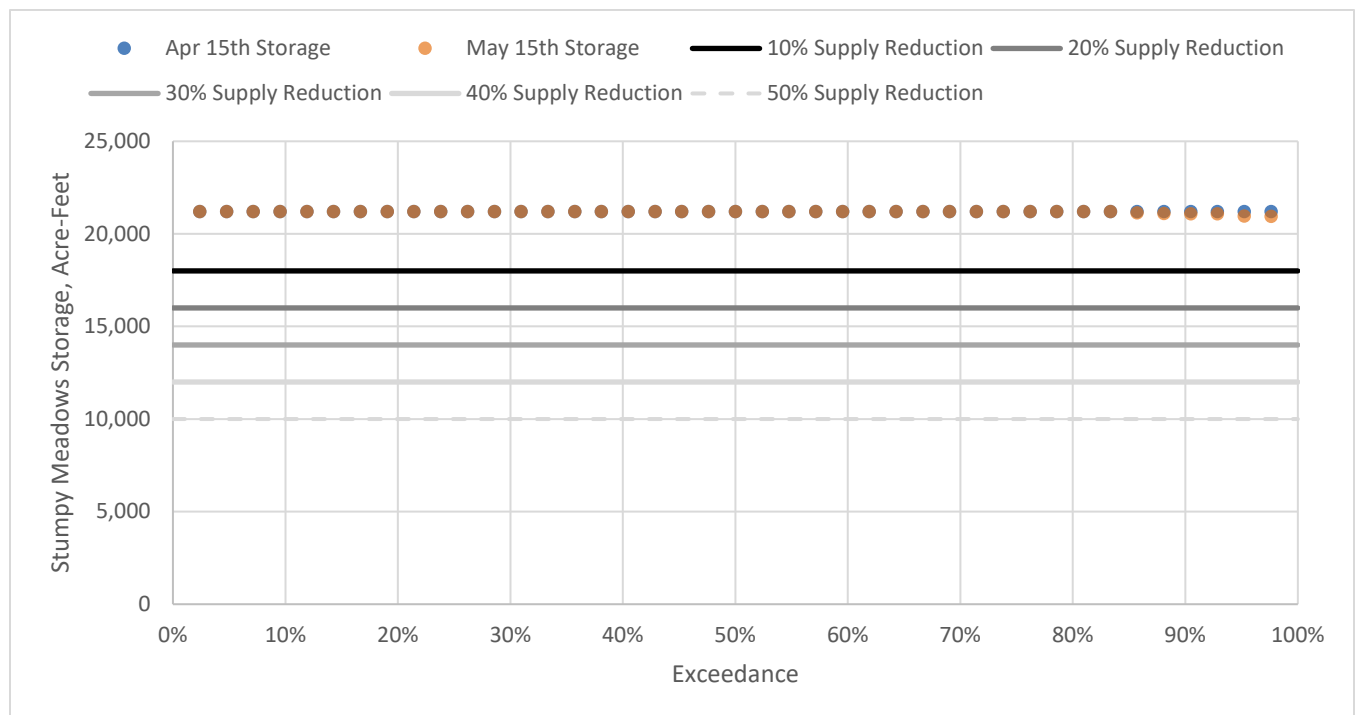
Presented to the GDPUD Irrigation Committee
by Operations Manager: Adam Brown

Informational Item
February 20, 2024

Delivery Capability



Delivery Capability



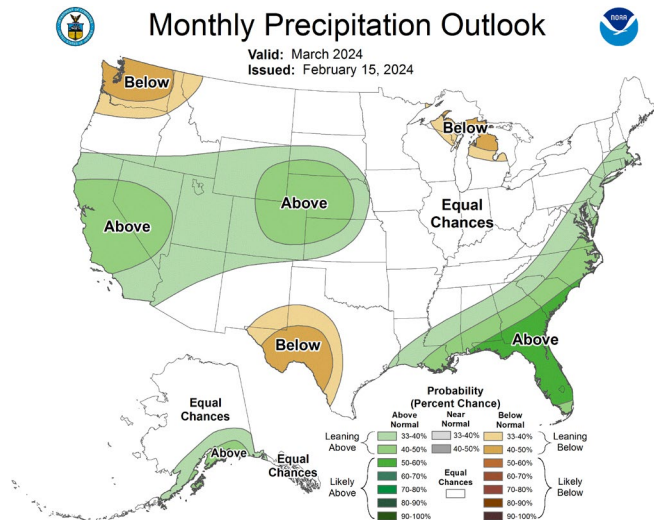
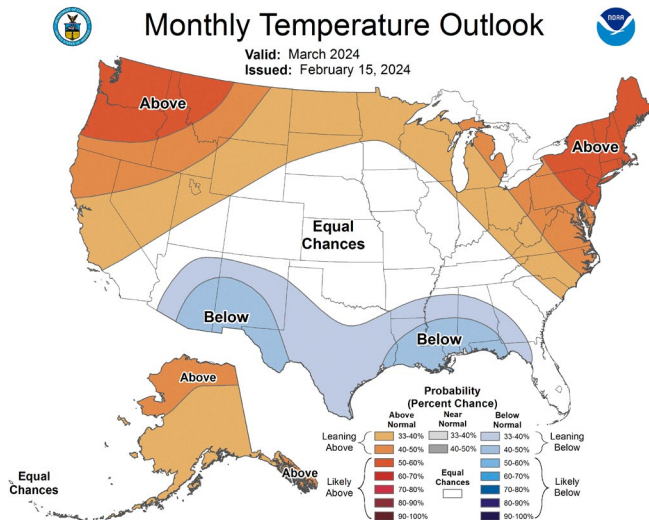
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Water Resources Report

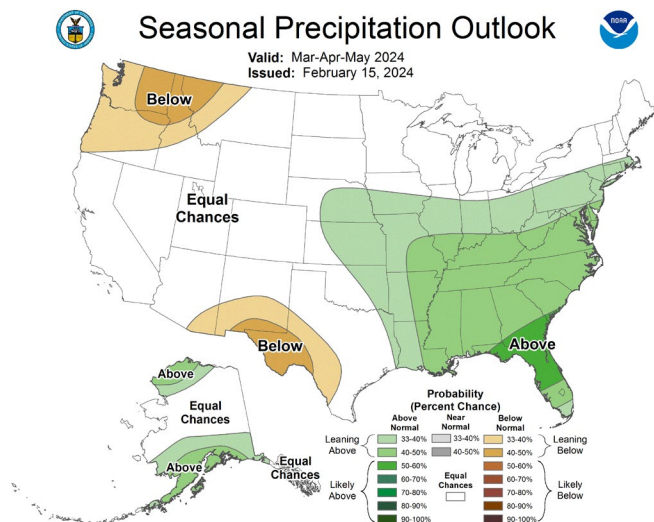
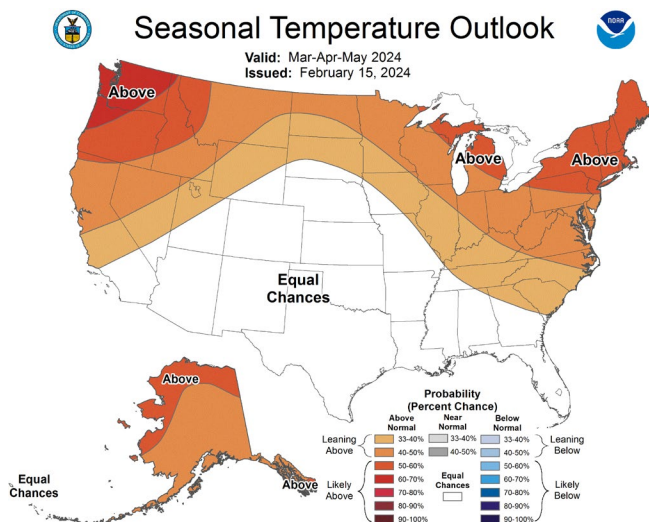
Presented to the GDPUD Irrigation Committee
by Operations Manager: Adam Brown

Informational Item
February 20, 2024

30-Day Outlook



90-Day Outlook



Temperature and precipitation outlooks indicate short-term above average rainfall and long-term above average temperature. Impact to District operations indicate heavy vegetation growth as a result of above normal to normal precipitation with above average temperature.

California Data Exchange Center (CDEC) February 13, 2024, Bulletin 120 (B120) recorded American River Watershed at 85% of average with a forecasted April-July runoff, at a 50 percent exceedance scenario, that would be at 83% of average. With reasonable certainty the District can expect a lower than average spring runoff.

A review of the most current conditions indicate a normal irrigation demand water year (May 1 through September 30).

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Updated Water Resources Report

Presented to the GDPUD Board of Directors
by Water Resources Manager: Alex Elliott

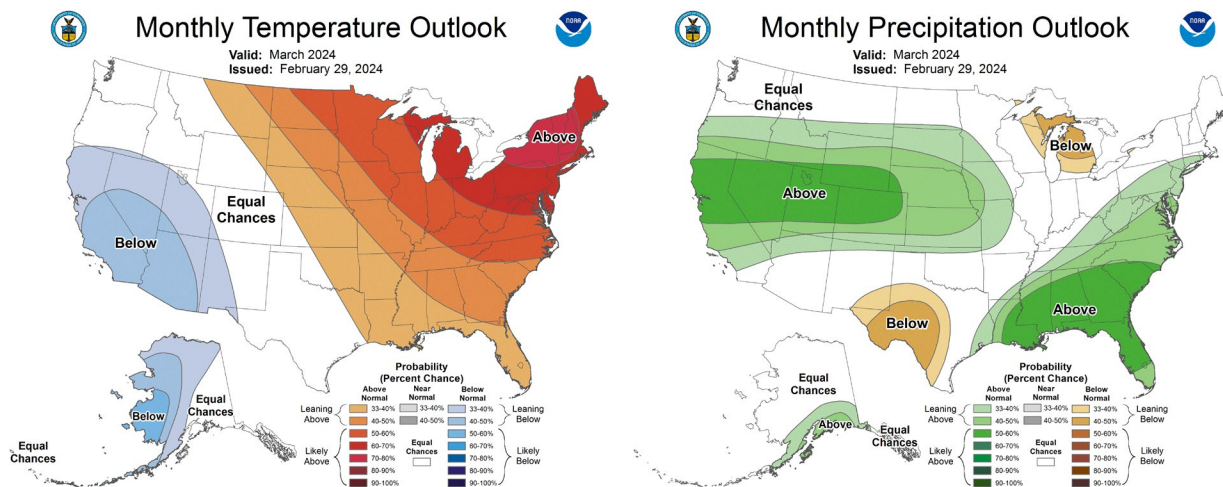
Informational Item
March 7, 2024

"During January 2024, above-average sea surface temperatures (SST) continued across most of the equatorial Pacific Ocean. SST anomalies weakened slightly in the eastern and east-central Pacific, as indicated by the weekly Niño index values. However, changes were more pronounced below the surface of the equatorial Pacific Ocean, with area-averaged subsurface temperature anomalies returning to near zero. Although above-average temperatures persisted in the upper 100 meters of the equatorial Pacific, below-average temperatures were widespread at greater depths. Atmospheric anomalies across the tropical Pacific also weakened during January. Low-level winds were near average over the equatorial Pacific, while upper-level wind anomalies were easterly over the east-central Pacific. Convection remained slightly enhanced near the Date Line and was close to average around Indonesia. Collectively, the coupled ocean-atmosphere system reflected a weakening El Niño.

The most recent IRI plume indicates a transition to ENSO-neutral during spring 2024, with La Niña potentially developing during summer 2024. Even though forecasts made through the spring season tend to be less reliable, there is a historical tendency for La Niña to follow strong El Niño events. The forecast team agrees with the latest model guidance, with some uncertainty around the timing of transitions to ENSO-neutral and, following that, La Niña. Even as the current El Niño weakens, impacts on the United States could persist through April 2024 (see CPC seasonal outlooks for probabilities of temperature and precipitation). In summary, a transition from El Niño to ENSO-neutral is likely by April-June 2024 (79% chance), with increasing odds of La Niña developing in June-August 2024 (55% chance);."

Source: cnrhc.noaa.gov/

30-Day Outlook



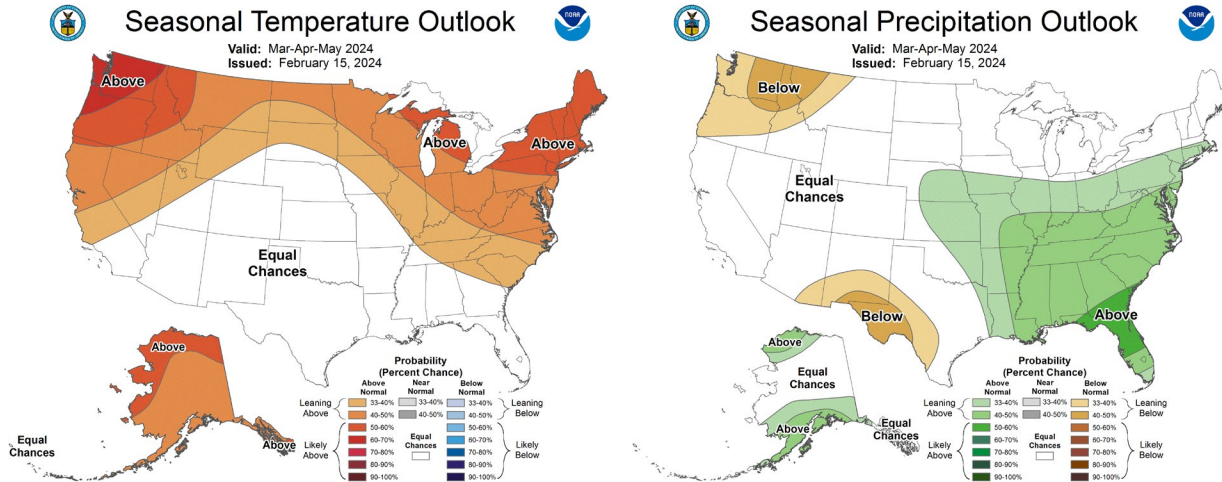
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Water Resources Report

Presented to the GDPUD Irrigation Committee
by Operations Manager: Adam Brown

Informational Item
February 20, 2024

90-Day Outlook



6-Year Rainfall History (Cool)

Rainfall	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2024	11.79	10.93											22.72
2023	14.66	8.05	15	0.33	1.23	0.07	0	0.17	0.68	2.76	2.70	3.65	49.30
2022	0.69	0.17	1.6	7.54	0.41	0.99	0	0	1.2	0.07	4.45	24.12	41.24
2021	9.10	4.72	4.30	0.14	0.01	0.00	0.02	0.00	0.93	14.29	2.84	16.59	52.94
2020	5.26	0.00	10.15	5.49	2.84	0.06	0.00	0.00	0.00	0.00	4.64	3.51	31.95
2019	10.00	18.09	6.89	2.02	6.50	0.00	0.00	0.00	1.30	0.40	1.88	11.13	58.21

The 30-day outlook has increased in precipitation; however, the long-term outlook remains the same. The District will continue to monitor temperature and precipitation outlooks along with snow accumulation within the Pilot Creek Watershed for water year determination in April.

A review of the most current conditions indicate a normal irrigation demand water year (May 1 through September 30).

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Auburn Lake Trails Wastewater Management Zone Report for February 2024

6D Presented to the GDPUD Board of Directors by: Alexis Elliott

March 7, 2024

Zone activities are completed in accordance with California Regional Water Quality Control Board Central Valley Region, *Waste Discharge Requirements for Georgetown Divide Public Utility District Auburn Lake Trails On-Site Wastewater Disposal Zone* Order No. R5-2002-0031.

- **Community Disposal System (CDS) Lots - 137**
- **Individual Wastewater Disposal System Lots - 902**

Field Activities

✓ Routine Inspections:	53
✓ Property Transfer Processing:	8 Initial 6e Follow Up 3a Follow Up
✓ New Inspection	0
○ Plan Review	2 lots
✓ Weekly CDS Operational	4
○ New Wastewater System	1(1455)
○ New CDS Tank	0
○ New Pump Tank	0

Reporting

The monthly *Sanitary Sewer Overflow (SSO) – No Spill Certification* was submitted electronically to California Regional Water Quality Control Board on California Integrated Water Quality System (CIWQS) spill certificate, Annual Zone Report, and Annual Water Diversion and Use Report submitted February 1.

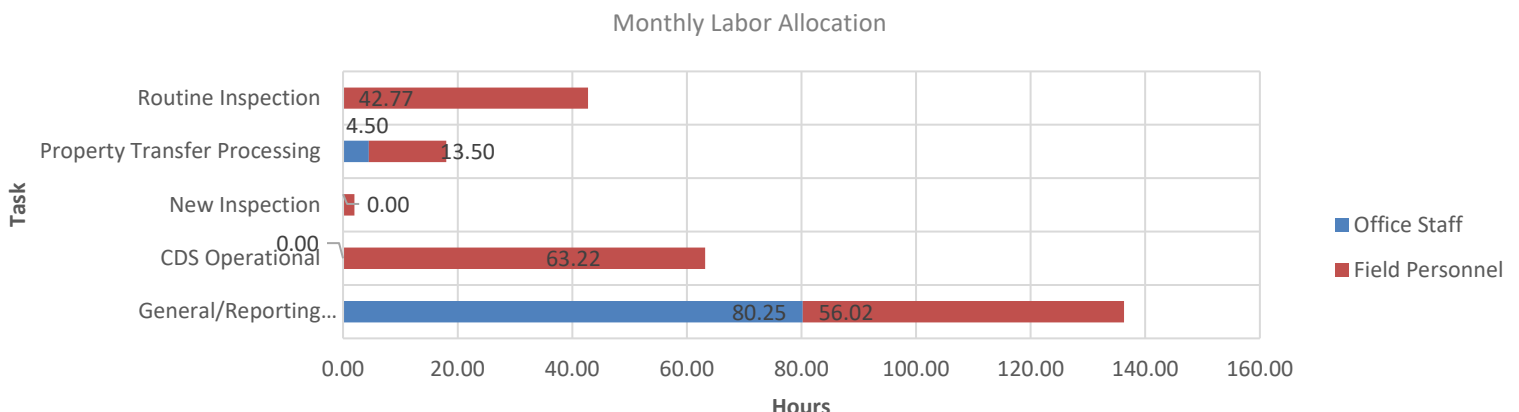
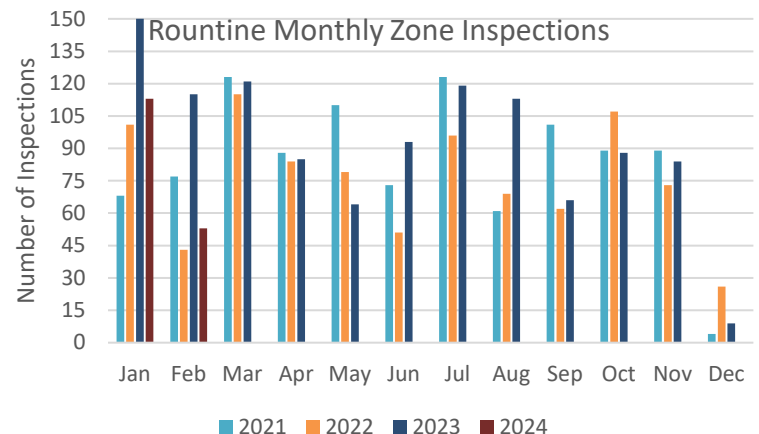
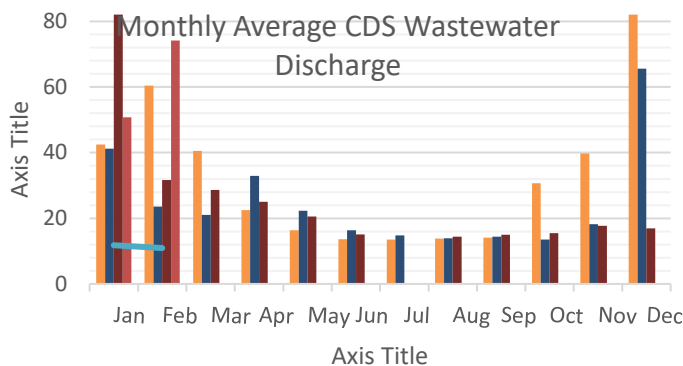
Notes: spill at MH10. Hydro jetting clog in collection system. Vector solutions. See Monthly tracking sheet.

CDS – Wastewater Discharge

2,152,200 gallons / 74,213 gallon/day average

Rainfall

10.93

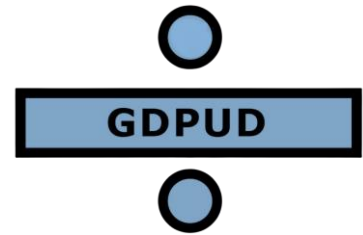


Georgetown Divide Public Utility District

6425 Main Street P.O. Box 4240, Georgetown, CA 95634 • (530) 333-4356 • www.gd-pud.org

Nicholas Schneider, General Manager

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF March 7, 2024.
AGENDA ITEM NO. 6. E.**



AGENDA SECTION: INFORMATIONAL ITEMS

SUBJECT: GENERAL MANAGERS REPORT

PREPARED BY: Nicholas Schneider, General Manager

SUMMARY OF ACTIVITIES

Week of February 4-10

- Held a Board Meeting on February 5th.
- Held an AD-Hoc Grants Committee meeting on February 6th.
- Attended the State Legislative Meeting for ACWA on February 9th. (in person)

Week of February 11-17

- Attended the El Dorado Water Agency Board Meeting on February 14th. (in person)
- Attended CSDA Legislator of the Year presentation on February 15th. (in person)

Week of February 18-24

- Met with Emrgy to discuss the installation of water wheels in our canals on February 20th.
- Held an Irrigation Committee Meeting on February 20th.
- Held a Finance Committee Meeting on February 22nd.
- Attended the MCWRA Legislative Committee on February 23rd. (virtual)

Week of February 25 thru March 2

- Met regarding Mosquito Fire litigation on February 28th.
- Attended the ACWA/JPIA Leadership Essentials for Water classes on February 29th and March 1st. (in person)

GOOD NEWS UPDATES

- Starting the process of State Appropriations and Federal Appropriations.

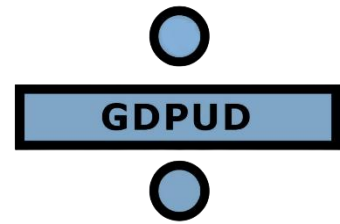
UPCOMING ACTIVITIES

- Will be attending the Drinking water fees and water rights fees stakeholder meetings.



CSDA Legislator of the Year award to
State Senator Marie Alvarado-Gil Event

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF MARCH 7, 2024
AGENDA ITEM NO. 8. A.**



AGENDA SECTION: ACTION ITEMS

SUBJECT: **AWARD CONSTRUCTION CONTRACT TO MESA ENERGY SYSTEMS, INC. FOR DESIGN AND INSTALLATION OF EMERGENCY GENERATORS AT DISTRICT PUMP STATIONS IN THE AMOUNT OF \$139,030 AND AUTHORIZE THE GENERAL MANAGER TO NEGOTIATE AND EXECUTE CONTRACT CHANGE ORDERS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$13,903 FOR THE PROJECT**

PREPARED BY: Adam Brown, Operations Manager

APPROVED BY: Nicholas Schneider, General Manager

BACKGROUND

In fiscal year 2023, the District received a State Grant totaling \$250,000 for backup generators, wildfire resilience, and drought protection. The first phase of the project entails installation of backup power generation at the District's vulnerable pump stations, (Irish Lane, Black Ridge, Angel Camp, and Reservoir Road).

DISCUSSION

On January 19, 2024, the District issued an Informal Bid Request through the Uniform Public Construction Cost Accounting Act (UPPCCA) for the *Design and Installation of Emergency Generators at District Pump Stations*.

On February 22, 2024, the District received three bids ranging from a high bid of \$151,808 to a low bid of \$139,030 for this project. The bids were opened publicly at the appointed time and location. The bid schedule for each bid is included as **Attachment 1**.

Mesa Energy Systems, Inc. located in West Sacramento was the low responsible bidder with a responsive bid of \$139,030. Staff reviewed the bid is included as **Attachment 2**. The District has utilized Mesa Energy Systems, Inc. for other treatment plant projects and installed emergency power generation at the District's office. The proposed Resolution would also authorize the General Manager to negotiate and execute contract change orders in an amount not to exceed \$13,903, which is ten percent (10%) of the total contract value. Pending Board approval, the project will begin by April 1, 2024.

FISCAL IMPACT

The project would be funded with \$139,030 in state grant funds. No cost share is associated with this funding opportunity; therefore, no cost will be incurred by the District.

CEQA ASSESSMENT

The project is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines sections 15060(c)(2) and 15061(b)(3). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable physical change in the environment; and the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA.

RECOMMENDED ACTION

Staff recommends that the Georgetown Divide Public Utility District Board of Directors adopt Resolution 2024-XX (Attachment C) awarding the construction contract to Mesa Energy Systems, Inc. for design and installation of emergency generators at District pump stations in the amount of \$139,030, and authorizing the General Manager to execute contract change orders in an aggregate amount not to exceed \$13,903.

ATTACHMENTS

1. Bid Schedules
2. Mesa Energy Systems, Inc. – Bid Package
3. Resolution 2024-XX Awarding a Construction Contract with Mesa Energy Systems, Inc. for the Design and Installation of Emergency Generators at District Pump Stations in the Amount of \$139,030 and Authorizing the General Manager to Negotiate and Execute Contract Change Orders in an Aggregate Amount Not to Exceed \$13,903 for the Project.

BID SUMMARY SHEET

Project:	Design and Installation of Emergency Generators at District Pump Stations	Due Date and Time:	February 22, 2024, at 2 p.m. Local time
Facilitator:	Alexis Elliott	Location:	GDPUD Main Office

Contractor		Bid Amount
Penman		142,808.32
Nichols Electric		151,872.40
Emcor		139,030

Note: This is only a summary sheet that provides a listing of those Contractors that summited Bids and their corresponding Bid Amounts.

Prepared by: Ally Elliott
(Signature)

Print Name: Alexis Elliott

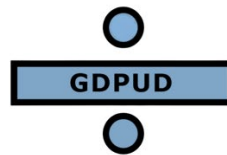
Witness: Layton Wardlaw
(Signature)

Print Name: Taylor Wardlaw



Mesa Energy Systems, Inc.
3633 Seaport Blvd.
West Sacramento, Ca 95691
916-636-1825

Submitted to:



Georgetown Divide Public Utility District

6425 Main Street
Georgetown, CA 95634
(530) 333-4356

In Response to:

Design and Installation of Emergency Generators at District Pump Stations
Irish Lane/ Black Ridge/ Angel Camp/ Reservoir Road

Proposal Submission date:

February 22, 2024 at 2:00 PM

Mesa Point of Contact:

Jimmy Miller
Mesa Energy Systems, Inc.,
Phone: 916-963-0709
E-mail: jimmy_miller@emcor.net

CSLB #: 611215 Exp: 1/31/25

DIR #: 100002425 Exp: 6/30/26

Cover Letter

February 22, 2024

Georgetown Divide Public Utility District
6425 Main Street
Georgetown, CA 95634

Attn: Adam Brown/ Operations Manager

Mesa Energy Systems, Inc., is pleased to provide the following RFP response packet for Design and Installation of Emergency Generators at District Pump Stations at Irish Lane, Black Ridge, Angel Camp and Reservoir Road.

Mesa Energy Systems, Inc., is located at 3633 Seaport Blvd., West Sacramento, CA 95691. Contact numbers are as follows: 24 Hour Emergency Line: 1-800-960-0922 Office: (916) 636-1825 Fax: (916) 636-1830. Our corporate office is 2 Cromwell, Irvine, CA 92618.

This RFP response is firm for a 90-day period from the proposal submission deadline date of February 22, 2024 at 2:00 PM as listed in the RFP.

During the contractor selection process your primary point of contact will be Jimmy Miller and he can be reached via email jimmy_miller@emcor.net or via cell 916-963-0709.

Upon request we can provide all necessary insurance and indemnification documents required as stated in the professional service agreement.

Leon Rua, Sr. Vice President, signor of this proposal has the authority to bind Mesa Energy Systems, Inc. Please see attached written consent letter.

Thank you for the opportunity on your upcoming project, you will not find a more dedicated team than us!

Sincerely,

Leon Rua
Sr. Vice President

Written Consent Letter

Please see the following written consent stating that Leon Rua, Sr. Vice President is authorized to bind Mesa Energy Systems, Inc. Below is a screenshot of the 2-page PDF, a full-size copy can be provided upon request.

**WRITTEN CONSENT
OF THE
SOLE DIRECTOR
OF
MESA ENERGY SYSTEMS, INC.**

The undersigned, being the sole Director of Mesa Energy Systems, Inc., a California corporation (the "Corporation"), pursuant to Section 307(8)(b) of the General Corporation Law of the State of California, does hereby consent to, and adopt, the following resolution:


RESOLVED, that

Robert Lake, President, Chief Operating Officer, Treasurer and Secretary,
Charles G. Fletcher, Jr., Executive Vice President,
Michael Echsner, Executive Vice President,
Stephen Hunt, Senior Vice President, Chief Financial Officer, and
Assistant Secretary
Ronald Hickey, Executive Vice President,
Juliann Lee, Assistant Secretary and Assistant Treasurer,
Devin J. Ernst, Vice President of Sales,
Brad Cox, Senior Vice President Operations-Northern California,
Harry Archung, Sr. Vice President – Business Development,
Kip Bagley, Sr. Vice President – Service,
Tony Ghaffari, Sr. Vice President – Engineering,
Mark Collins, Sr. Vice President, and General Manager,
Jeff Figueroa, Vice President – Applied Service,
David Geith, Vice President – Service,
Bryan Gilbert, Vice President, and Irvine Branch Manager,
Wayne Lacher, Vice President – Retrofit and Project Development,
Leon Rua, Sr. Vice President, and Branch Manager – Sacramento,
Daniel Bibioff, Vice President, and Branch Manager-Fresno,
John Gorman, Branch Manager-San Diego,
Randy Alvarado, Branch Manager-Las Vegas,
Sal Sagado, Branch Manager-Bakersfield,
Donald Griffin, Vice President, and Branch Manager-Arizona,
Josh Larkin, Branch Manager-Reno,
Henry Stearns, Branch Manager-Thousand Oaks,
Steve Yowell, Director of Automation,
Rich Happel, Director of Service and
Ted Stutz, Vice President – Quality
Christopher McCall – Co-General Manager – Central Coast
Brian McCall – Co-General Manager – Central Coast

Rick Gardner – Engineering Director
Bob Gardner – Business Director

are hereby authorized to bind the Corporation and execute all documents on behalf of the Corporation in its contractual obligations including bond request, change orders and any other documents necessary for the completion of a project.

Date: June 6, 2023


R. Kevin Matz, Sole Director

Work Plan/ Scope of Work

Scope of Work

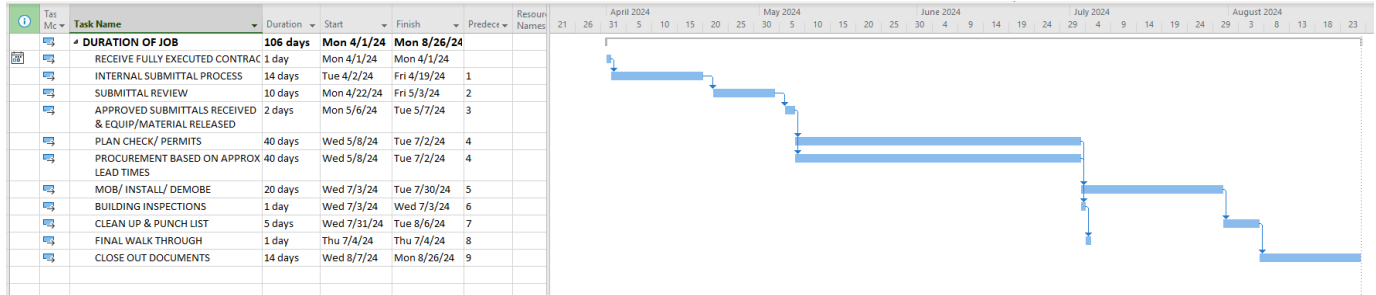
- Provide Professional Mechanical & Electrical Engineering/Drafting services to prepare/obtain permits to install Emergency Generators at 4 District Pump Stations
- Provide field work to gather as-built conditions
- Attend design meetings (assumed limited to 1 site visit for design team)
- Perform 2D CAD drafting
- Submit drawings to customer for permitting
- Respond to and/or incorporate permit review comments
- Prep sites for new propane tanks and generators upon agreed locations
- Generators to sit in close proximity to electrical service panels, propane tanks to be located approximately 10' from generators
- Set generators and 250 gallon tanks (tanks will be filled to 80%)
- Trench gas piping underground from tank to generator
- Install auto transfer switch and all required wiring
- Perform factory start up and registration of generators
- Check complete operation of auto transfer
- Walk sites with customer for inspection and address any punchlist items at that time.

Clarifications:

- **Lead time on generators is 6-8 weeks, each site will take approximately 1 week onsite.**
- **Work to be performed during normal hours**
- **Generac generators to be installed**
- **Price is based on installation of 10kw at Irish Lane, 25kw at Black Ridge, 24kw at Angel Camp and Reservoir Road**

Project Schedule

Schedule needs to adequately identify project completion timeline including any manufacturing delays.



	DURATION OF JOB	106 days	Mon 4/1/24	Mon 8/26/24
	RECEIVE FULLY EXECUTED CONTRACT	1 day	Mon 4/1/24	Mon 4/1/24
	INTERNAL SUBMITTAL PROCESS	14 days	Tue 4/2/24	Fri 4/19/24
	SUBMITTAL REVIEW	10 days	Mon 4/22/24	Fri 5/3/24
	APPROVED SUBMITTALS RECEIVED & EQUIP/MATERIAL RELEASED	2 days	Mon 5/6/24	Tue 5/7/24
	PLAN CHECK/ PERMITS	40 days	Wed 5/8/24	Tue 7/2/24
	PROCUREMENT BASED ON APPROX LEAD TIMES	40 days	Wed 5/8/24	Tue 7/2/24
	MOB/ INSTALL/ DEMOBE	20 days	Wed 7/3/24	Tue 7/30/24
	BUILDING INSPECTIONS	1 day	Wed 7/3/24	Wed 7/3/24
	CLEAN UP & PUNCH LIST	5 days	Wed 7/31/24	Tue 8/6/24
	FINAL WALK THROUGH	1 day	Thu 7/4/24	Thu 7/4/24
	CLOSE OUT DOCUMENTS	14 days	Wed 8/7/24	Mon 8/26/24

Sub-Contractor & Work by Others

Please see below Sub-contractor from "Attachment A".

LIST OF SUBCONTRACTORS

The bidder shall list below the name and business address of each subcontractor who will perform work under this Contract in excess of one-half of one percent of the Contractor's total bid price, and shall also list the portion of the work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. All information must be provided for each subcontractor. Failure to comply with this requirement shall render the proposal (bid) non-responsive and shall cause its rejection. (Attach additional sheets if required.)

Work to be Performed	Subcontractor License #	Percent of Total Contract	Subcontractor's Name and Address
Drop propane tank and fill	N/A	8%	Signature Propane
			5785 Pleasant Valley Rd
			El Dorado, CA 95623

Experience Qualifications

See below experience qualification form "Attachment B".

Experience Qualifications

Number of years Bidder has been in the contracting business, under the present business name:
38 Years

Experience in work, of a nature similar to that covered in the bid extends, over a period of 38 years.

Has the Bidder ever failed to satisfactorily complete a contract awarded to it. Yes ☐ No ☒ X

If yes, please explain:

List of Previous Contracts Completed by Contractor

	DATE	NAME OF PROJECT	CONTRACT AMOUNT	OWNER	PHONE #
1.	2/2023	Server room generator install	30K	Gold State Credit Union Paul Whaley	530-880-2855
2.	5/2021	Ophir Fire Station Generator	52K	Placer County Charlie Fralick	530-889-8844
3.	10/2021	Station 89 generator install	50K	Nevada County Consolidated Fire Counsel	530-265-4431
4.	1/2020	Temp Generator Tap Install	80K	Black Oak Mine Unified School District	530-333-8300
5.	2/2020	Standby Generator Install	15K	GPUD	530-333-4910

Please attach separate sheet, if needed.

Bid Schedule

See below bid schedule "Attachment C".

BID SCHEDULE

BASE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1		\$5,280
2	Irish Lane	LS	1		\$31,488
3	Black Ridge	LS	1		\$39,286
4	Angel Camp	LS	1		\$31,488
5	Reservoir Road	LS	1		\$31,488

Total Bid Base Price \$139,030

RESOLUTION NO. 2024-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AWARDING A CONSTRUCTION CONTRACT WITH MESA ENERGY SYSTEMS, INC.
FOR DESIGN AND INSTALLATION OF EMERGENCY GENERATORS AT DISTRICT
PUMP STATIONS IN THE AMOUNT OF \$139,030 AND AUTHORIZING THE
GENERAL MANAGER TO NEGOTIATE AND EXECUTE CONTRACT CHANGE
ORDERS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$13,903 FOR THE
PROJECT

WHEREAS, on January 19, 2024, the Georgetown Divide Public Utility District (District) advertised for the design and installation of emergency generators at District pump stations (referred to herein as the “Project”); and,

WHEREAS, on February 22, 2024, the District received three bids and Mesa Energy Systems, Inc. was the lowest responsible responsive bidder with a bid amount of \$139,030; and,

WHEREAS, sufficient funds to award the Project are available in the Project budget; and,

WHEREAS, staff recommends the Board of Directors to award a contract to Mesa Energy Systems, Inc., the lowest responsible bidder submitting a responsive bid for the Project, and authorize the General Manager to execute a contract in the amount of \$139,030 in accordance with State law; and,

WHEREAS, staff recommends the Board of Directors to authorize the General Manager to negotiate and execute change order(s) in an amount not to exceed \$13,903, which is ten percent (10%) of the total contract value, due to the Project’s completion schedule and staff’s capability to respond swiftly to unanticipated conditions to limit potential claims or risk to the District.

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

1. The Board of Directors has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.
2. The Board of Directors hereby awards a construction contract for the design and installation of emergency generators to and authorizes the General Manager to, execute the contract in a form approved by General Counsel and related documents with the lowest responsible bidder submitting a responsive bid, Mesa Energy Systems, Inc., in an amount of \$139,030 for the Project.

3. The General Manager is hereby authorized to negotiate and execute contract change order(s) in an aggregate amount not to exceed \$13,903.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 7th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Mitch MacDonald, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Nicholas Schneider, Clerk, and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

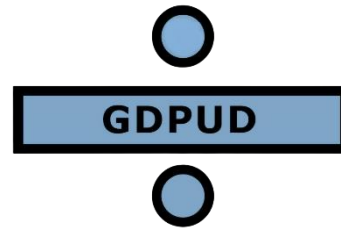
I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2024-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 7th day of March 2024.

Nicholas Schneider, Clerk, and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REPORT TO THE BOARD OF DIRECTORS

Board Meeting of March 7, 2024

Agenda Item No. 8. B.



AGENDA SECTION: ACTION ITEMS

SUBJECT: APPROVAL OF DUMP TRUCK PURCHASE AND CIP AMENDMENT

PREPARED BY: Adam Brown, Operations Manager

Approved By: Nicholas Schneider, General Manager

BACKGROUND

The District provides treated and raw water services to the communities of the Georgetown Divide through 200 miles of treated water distribution water mains, 70 miles of raw water conveyance system, 4 major storage facilities, 2 water treatment plants, 12 treated water storage tanks, and 5 pump stations. The District infrastructure provides service to approximately 4,000 treated water connections and 500 raw water connections.

The infrastructure detailed above requires extensive equipment to maintain, specifically service trucks, including material-hauling dump trucks. Currently, the District utilizes a Class 7, 1990 GMC Top Kick (Unit #17) which has been in operation since 1990. The dump truck has been a key asset to District operations over the last 30 years; however, due to increased maintenance costs and operational changes, Unit #17 has exceeded its useful life.

In recent years District operations have evolved to include construction projects along with routine and ongoing maintenance work. The catalyst for this shift is attributed to a number of factors including; the 2018 cost-of-service analysis, a 2020 water transfer, aging infrastructure, state regulations, contractor costs, and skill of District operators.

DISCUSSION

During its 30 years of service, Unit #17 has accumulated approximately 100,000 miles by transporting material and heavy equipment to projects throughout the District's service area primarily on mountainous roads and through remote unimproved road infrastructure. It is important to note mileage accumulation has not been highway mileage, but extensive hauling during which the truck has been operated near its mechanical limits. Major challenges with Unit #17 are as follows:

- Not being equipped with an engine brake, as District elevation ranges from approximately 1,000 feet above mean sea level (ft-amsl) to 4,300 ft-amsl,
- The hauling capacity of Unit #17 is rated at 5-6 yards. Due to antiquated technologies safe operation is approximately three yards of standard road base, and

- Safe operation of Unit #17 does not allow for material hauling in combination with equipment towing.

For the reasons detailed above the District has seen an increase in maintenance cost and days lost. Since 2022, repair cost totaled \$17,104, a total 93 days lost since June 2023, and is currently red-tagged due to an air brake system leak. Resulting in lost time delays on projects from all departments due to equipment availability.

ALTERNATIVE ANALYSIS

To meet the needs of the District it is proposed Unit #17 be replaced. The District evaluated three truck Class ratings, Classes 6, 7, and 8. The table below details Class definitions.

Truck Rating	GVWR (lbs)	GCWR (lbs)	Axle	Duty
Class 6	19,501 – 26,000	50,000	Single	Medium Duty
Class 7	26,001 – 33,000	50,000	Single	Heavy Duty
Class 8	>33,000	80,000	Tandem	Heavy Duty

Notes:

GVWR – Gross Vehicle Weight Rating

GCWR – Gross Combined Weight Rating

Class 6 and Class 7 – F650 and F750 used for comparison

A series of evaluation criteria were developed to analyze District options:

- *Cost* – Represents general used cost for each truck class;
- *Towing Capacity* – This value is GVWR subtracted from GCWR;
- *Load Capacity* – Total capacity can vary within a class, but generally represents a range;
- *Air Brakes* – Details if equipped with air brakes which provide additional safety for operations;
- *Commercial Driver's License (CDL)* – Identifies if a CDL is required by truck class; and
- *Replacement Impact* – Details how each Class would change operations at the District.

Criteria	Class 6	Class 7	Class 8
Cost (Used)	\$50,000 – \$100,000	\$50,000 - \$110,000	\$100,000 – \$190,000
Towing Capacity	24,000	17,000	47,000
Load Capacity	5 to 7 cubic yards	5 to 7 cubic yards	12 to 14 cubic yards
Air Brakes	No	Optional	Yes
Commercial Driver's License	No	Yes	Yes
Replacement Impact	Downgrade	Direct Replacement	Upgrade

The table indicates a Class 8 dump truck would upgrade overall District operations through increased towing and hauling capacity at a similar cost to a direct replacement. Therefore, it is proposed Unit #17 be replaced with a Class 8 dump truck. Specific details are provided below:

- The District was awarded a Department of Forestry and Fire Protection Grant that included the purchase of heavy equipment. Select configurations of Class 6/7 trucks would be able to tow equipment; however, they would be operated at their mechanical limits. A Class 8 dump truck would provide safe heavy duty combined towing and hauling operations;
- Two more large-scale grant projects along the upper canal are being developed that would require extensive material and equipment hauling. A larger load capacity would reduce the number of haul trips from material facilities by half;
- Hauling capacity also impacts daily operations. Multiple trips to the yard are often required for maintenance work. Increased capacity would reduce the number of required trips;
- The District utilizes a third party to maintain material stockpiles at the District yard. Third-party material hauling is an additional \$150 per hour where a typical yard load is approximately two hours or \$300 in trucking cost. This represents approximately 1/3 of total cost for the most common material, ¾" AB. Therefore, every two deliveries the District could allocate trucking cost to material cost; and
- Larger Capital Improvement Projects (CIP) such as, but not limited to, main line replacement/repair, master meter installation, vault repair, reservoir dredging, raw water pipe installation, access road repair, and lining projects generally require larger quantities of material and equipment which are often completed by rental equipment at a cost of \$800 per day. Increased hauling and towing capacity will reduce the overall amount of operating costs.

Based on this evaluation and current market conditions it is proposed that Unit #17 be replaced with a used Class 8 dump truck. Specific challenges include appropriate specifications to meet District needs, California Air Resources Board (CARB) compliant requirements, and Zero Emission Vehicle (ZEV) Fleet requirements as detailed below:

- Specifications include appropriate horsepower, transmission, gearing, and brake system to meet the challenging terrain of the District's service area;
- CARB-compliant Class 8 is generally available after model year 2011; and
- The District is in process of applying for a ZEV extension; however, requirements are that 50 percent of purchased vehicles by 2027 be ZEV. The District will still have the opportunity to meet this requirement within 3 years.

The used market generally does not provide a like comparison and can widely vary on availability. Each truck is evaluated independently to best meet the District's needs. A sample of Class 8 trucks currently on the market is detailed below:

Manufacture	Year	Model	Mileage	Engine	Transmission	GVWR	Length	Cost
Freightliner	2015	M2 106	54,500	Cummins 8.9L, 300hp	Allison Automatic	58,000 pounds	15 feet	\$109,000 plus tax
International	2012	Paystar 5900i	242,301	Cummins ISX 15.0L, 500hp	18 Speed	66,000 pounds	15 feet	\$99,000 plus tax
Freightliner	2017	M2 106	68,763	Cummins 8.9L, 300hp	Eaton/Fuller 8LL	58,000 pounds	15 feet	\$117,439
Western Star	2014	4700SF	200,000	Detroit DD13 12.8, 450hp	Eaton 10 Speed	66,000 pounds	16 feet	\$125,000 plus tax

In summary, used Class 8 dump trucks listed above would meet District operations, but cost varies depending on capabilities, mileage, and age.

FISCAL IMPACT

To facilitate this purchase, it is proposed the Capital Improvement Program (CIP) be utilized as the purchasing fund. In general, District demands are static; however, funding opportunities, emergency scenarios, and resource availability can impact the overall CIP strategy. One CIP amendment has been completed in fiscal year 2023/2024 during October 2023. A second CIP amendment proposed now is compared against the original adoption and first CIP amendment in **Attachment A**. The proposed second CIP amendment would amend the October 2023 budgeted amount for vehicle replacements of \$175,000 to \$300,000 (accounting for used dump truck costs \$125,000) and updates the CIP budget with actual costs expended. With these changes, the proposed second CIP amendment amends the total CIP budget from \$1,731,333 to \$1,712,010.

CEQA ASSESSMENT

This is not a CEQA project. The requested Board action is not a “project” as defined by the California Environmental Quality Act (CEQA). Pursuant to the California Code of Regulations, title 14, section 15378(a), a “project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The requested action is to approve a purchase for a used vehicle and is exempt from CEQA pursuant to Section 15378(b)(2) in that a “project” does not include continuing administrative or maintenance activities. The action is also exempt from CEQA pursuant to Section 15378(b)(5) in that a “project” does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

RECOMMENDED ACTION

Staff recommends the Board of Directors approve the attached resolution authorizing the General Manager to purchase a Class 8 dump truck with spending authority up to \$125,000 before tax. In order to be within the price range, meet District operational

dynamics, and comply with California Air Resources Board (CARB) requirements, the vehicle should be model year 2012 or newer. Based on industry standards which typically offer a 250,000-mile engine warranty, the mileage requirement is proposed to be 250,000 miles or less.

Prior to any purchase, a third-party certified mechanic will complete a bumper-to-bumper inspection.

ATTACHMENTS

1. CIP Spreadsheet
2. Resolution 2024-XX

CIP Project (Water)	FY 23/24	FY 23/24 (REVISED October 2023)	FY 23/24 (Proposed March 2024)	Comments
Priority 1				
Tunnel Inspection and Lining	\$ 65,000	\$ 65,000	\$ 10,000	Tunnel lining and inspection to be addressed in 2024/2025. Funds redirected to inspected failing valve at Buckeye Hydro Electric Facility.
Infrastructure Replacement/HQ Building	\$ 200,000	\$ 200,000	\$ 30,000	Building maintenance and new equipment storage structure
Distribution Tank Coating	\$ 275,000	\$ 275,000	\$ 275,000	
Paving	\$ 75,000	\$ 50,000	\$ 20,000	Actual Contractor Cost
Vehicle Replacements	\$ 250,000	\$ 175,000	\$ 300,000	2023 - Class 5 Combo Bed 2019 - Class 5 Dump Body Class 8 Dump Truck
Mosquito Fire Mitigation ¹				
Road Bank Repair		\$ 15,000	\$ 13,932	Actual Cost
Erosion Mitigation		\$ 15,500	\$ 4,375	Actual Cost
Levee Road		\$ 161,000	\$ 180,840	Actual Cost
Pipe Mitigation		\$ 36,500	\$ 36,539	Actual Cost
Master Meters	\$ 80,000		\$ 80,000	
Priority 2				
Pump Station Retrofit	\$ 12,000	\$ 12,000	\$ 12,000	
Repair Safety Walkways	\$ 35,000	\$ 2,500	\$ 2,500	
Treated Water line Replacement	\$ 65,000	\$ 65,000	\$ 65,000	
Pressure Regulating Valves	\$ 50,000	\$ 20,000	\$ 20,000	
Priority 3				
Annual Canal Lining/ Canal Improvements		\$ 8,000	\$ 8,000	
Replace Air Release Valves	\$ 10,000	\$ 2,500	\$ 10,667	Parts became available
Solar on Walton and Sweetwater				
SCADA Upgrades				
Total	\$ 1,117,000	\$ 1,103,000	\$ 1,068,853	
CIP Project (ZONE)				
Lift Station Upgrade (CDS Reserve)	\$ 150,000	\$ 150,000	\$ 150,000	
Solar at Lift Station 16	\$ 50,000	\$ 50,000	\$ 50,000	
Installation of a Water Line to CDS Field	\$ 10,000	\$ 10,000	\$ 10,000	
Wastewater Treatment Plant				
Total	\$ 210,000	\$ 210,000	\$ 210,000	
Potential Grant Funded Capital Projects				
Annual Canal Lining/Canal Improvements	\$ 120,000	\$ 120,000	\$ 40,000	Environmental Review
GRANT - USBR (AWARDED)	\$ (40,000)	\$ (40,000)	\$ (40,000)	
Dredging of Holding Reservoirs and Erosion	\$ 285,000	\$ 285,000	\$ 285,000	
GRANT - FEMA Emergency Funds (AWARDED)	\$ (285,000)	\$ (285,000)	\$ (285,000)	
AMI Meter Infrastructure	\$ 125,000	\$ 50,000	\$ 90,000	
GRANT - California State Appropriation	\$ (125,000)	\$ (50,000)	\$ (90,000)	
Infrastructure Generators	\$ 100,000	\$ 200,000	\$ 160,000	
GRANT - California State Appropriation	\$ (100,000)	\$ (200,000)	\$ (160,000)	Adjusted to meet actual cost
Canal Pipeline Improvements	\$ 1,333,333	\$ 1,333,333	\$ 1,333,333	
GRANT - CalOES HMPG	\$ (1,000,000)	\$ (1,000,000)	\$ (1,000,000)	
Skid Steer w/Masticator	\$ 162,500	\$ 162,500	\$ 155,617	Actual Cost
GRANT - CalFire	\$ (162,500)	\$ (162,500)	\$ (149,027)	25% Advancement
Excavator w/Masticator	\$ 162,500	\$ 162,500	\$ 157,261	Actual Cost
GRANT - CalFire	\$ (162,500)	\$ (162,500)	\$ (149,027)	25% Advancement
Sweetwater Water Treatment 2MG Water Tank	\$ -	\$ -	\$ -	
GRANT - Federal Appropriation	\$ -	\$ -	\$ -	
Water Wheel for Ditch	\$ 50,000	\$ -	\$ -	
GRANT - Greenhouse Gas	\$ (50,000)	\$ -	\$ -	
Develop Alternative Water Sources	\$ 85,000	\$ 85,000	\$ 85,000	
Grant Total	\$ (1,925,000)	\$ (1,900,000)	\$ (1,873,054)	
Total	\$ 418,333	\$ 418,333	\$ 433,158	
Total For All Projects (2023-2024)	\$ 1,745,333	\$ 1,731,333	\$ 1,712,010	

Notes:

¹ - Cost included in Mosquito Fire Litigation

October 2023 Adopted Modifications

March 2024 Proposed Modifications

RESOLUTION NO. 2024-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING DUMP TRUCK PURCHASE AND AMENDING THE CAPITAL
IMPROVEMENT PLAN

WHEREAS, the Georgetown Divide Public Utility District's ("District's") Class 7, 1990 GMC Top Kick (Unit #17) vehicle has been in operation since 1990 and reached the end of its useful life; and,

WHEREAS, the District's inventory of heavy equipment cannot safely tow recently purchased heavy equipment; and,

WHEREAS, staff recommends the purchase of a Class 8 dump truck which offers increased towing and hauling capabilities, and has the appropriate horsepower, transmission, gearing, and brake system to meet the challenging terrain of the District's service area; and,

WHEREAS the District has compared the cost of available new and used equipment; and,

WHEREAS, the District's Procurement Policy requires Board authorization for purchases greater than \$25,000; and,

WHEREAS, staff recommends the purchase of a used Class 8 dump truck in an amount not to exceed \$125,000 before tax; and,

WHEREAS, the proposed CIP amendment would amend the October 2023 budgeted amount for vehicle replacements. The proposed CIP amendment amends the total CIP budget from \$1,731,333 to \$1,712,010.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the CIP amendment is adopted, and the General Manager is authorized to purchase one used Class 8 dump truck that meets California Air Resources Board requirements with less than 250,000 miles in an amount not to exceed \$125,000 before tax.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 7th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Mitch MacDonald, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Nicholas Schneider, Clerk, and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

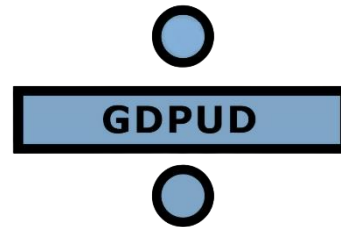
I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2024-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 7th day of March 2024.

Nicholas Schneider, Clerk, and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REPORT TO THE BOARD OF DIRECTORS

Board Meeting of March 7, 2024

Agenda Item No. 8. C.



AGENDA SECTION: ACTION ITEMS

SUBJECT: Approval of Resolution No. 2024-XX Authorizing a Professional Services Agreement with Water Resource Economics to Conduct a Water Cost-of-Service Analysis and Rate Study in an Amount Not to Exceed \$105,000

PREPARED BY: Elizabeth Olson, Executive Assistant

Approved By: Nicholas Schneider, General Manager

BACKGROUND

As previously discussed by the Board, the purpose of conducting a Water Cost-of-Service Analysis and Rate Study (COSA) would be to gain valuable information relating to the immediate and future costs of providing water and wastewater services to the residents and businesses within the District Service Area. On February 1, 2024, the District issued a Request for Proposals (RFP) for firms interested in conducting a COSA. The deadline to submit proposals was February 23, 2024.

Current treated water and irrigation water rates were last reviewed and updated in 2018 prior to that, rates had remained the same since 2011. The 2018 review and update included a 5-year schedule of proposed rates, but the District did not adopt rate increases beyond 2019. Rates have therefore remained unchanged since 2019 and will need to be increased. It is considered best practice to evaluate water rates every three to five years. The study will analyze water rates and will be used for a rate increase subject to Section 6 of Article XIII D of the California Constitution.

DISCUSSION

Updating the rates is necessary for the future sustainability of the District. All revenue generated is used to maintain and operate the water system. If reserves are depleted the District will be unable to pay its bills and obligations.

The District received two proposals in response to its RFP for the preparation of a COSA, one from Water Resource Economics and another submitted by NBS. After a review of the submitted proposals, the District staff identified Water Resource Economics as the suggested firm to prepare the Cost-of-Service Analysis and Rate Study, pending acceptance by the Board of Directors.

FISCAL IMPACT

Completing the analysis will impact District finances through \$105,000 in consultant costs. The resulting study will have an impact on the future finances of the District by changing the rate and revenue structure of the District.

CEQA ASSESSMENT

This is not a CEQA project. The requested Board action is not a “project” as defined by the California Environmental Quality Act (CEQA). Pursuant to the California Code of Regulations, title 14, section 15378(a), a “project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The requested action to retain a consultant to prepare a Cost-of-Service Analysis and Rate Study is exempt from CEQA pursuant to Section 15378(b)(5) in that a “project” does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt the attached Resolution 2024-XX Authorizing a Professional Services Agreement with Water Resource Economics to Conduct a Water Cost-of-Service Analysis and Rate Study.

ALTERNATIVES

The Board of Directors may choose not to take any action.

ATTACHMENTS

1. Resolution 2024-XX Authorizing Professional Services Agreement (PSA) with Water Resource Economics to Conduct a Water Cost-of-Service Analysis and Rate Study.

RESOLUTION NO. 2024-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WATER
RESOURCE ECONOMICS TO CONDUCT A WATER COST-OF-SERVICE ANALYSIS
AND RATE STUDY IN AN AMOUNT NOT TO EXCEED \$100,000

WHEREAS, the Georgetown Divide Public Utility District's (District) water infrastructure is essential to the region's quality of life and the District's network of delivery systems, storage, and treatment facilities require investment to continue serving the community; and

WHEREAS, in the upcoming years much of this infrastructure will need to be upgraded or replaced; and,

WHEREAS, a request for proposals was issued on February 1, 2024, for the preparation of a Water Cost-of Service Analysis and Rate Study; and,

WHEREAS, after reviewing the submitted proposals, the District staff has identified Water Resource Economics to conduct the Cost-of-Service Analysis and Rate Study.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the General Manager is authorized to execute a Professional Services Agreement with Water Resource Economics to conduct a Water Cost-of-Service Analysis and Rate Study in an amount not to exceed \$100,000 in a form approved by General Counsel.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 7th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Mitch MacDonald, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Nicholas Schneider, Clerk, and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

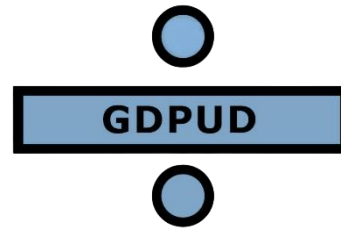
I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2024-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 7th day of March 2024.

Nicholas Schneider, Clerk, and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REPORT TO THE BOARD OF DIRECTORS

Board Meeting of March 7, 2024

Agenda Item No. 8. D.



AGENDA SECTION: ACTION ITEMS

SUBJECT: Consider the Nomination of Nicholas Schneider for the California Special District Association (CSDA) Board of Directors Seat A

PREPARED BY: Elizabeth Olson, Executive Assistant

Approved By: Nicholas Schneider, General Manager

BACKGROUND

The California Special Districts Association Elections and Bylaws Committee is looking for independent special district board members or their general managers who are interested in leading the direction of CSDA for the 2025-2027 term.

The nomination process for the 2024 CSDA Board of Directors, Seat A election is quickly approaching. CSDA Bylaws direct that the Election & Bylaws Committee shall set the timeline for elections each year. Below is a staff-recommended timeline for the nomination and election process that complies with the noticing periods outlined in the CSDA bylaws. The timeline works backwards from the CSDA Annual Conference start date which is September 9, 2024 this year.

February 5	Nomination applications mailed and emailed out 125 days to election start on June 9; bylaws requirement= at least 120 days.
April 10	Nomination application deadline 61 days to election start; bylaws requirement=at least 60 days prior to election.
July 10 July 26	Electronic ballot voting begins - current Regular Members Deadline to receive electronic ballots - current Regular Members 45 days until conference; bylaws requirement = at least 45 days.
July 29 or 30	Count ballots and inform candidates of win/loss

DISCUSSION

CSDA has an opening on its state Board of Directors for a representative for Seat A. The attached memorandum from CSDA calls for nominations and describes the responsibilities of serving on the CSDA Board, as well as the nomination procedures.

“The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent.”

“The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education, and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.”

Nomination Procedures:

Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors) for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action along with the Candidate Information Sheet must accompany the Nomination Form. The deadline for receiving nominations is April 10, 2024, for all networks, except for the Coastal Network.**

FISCAL IMPACT

There is no fiscal impact at this time.

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 2024-XX Approving the Nomination of Nicholas Schneider as a Candidate for the CSDA Board of Directors.

Staff recommends a motion to approve the 2024 CSDA Board of Directors, Seat A election nomination letter, nomination form, candidate information sheet, and ballot letter to be sent to all voting Regular CSDA Members in good standing.

ALTERNATIVES

The Board may (a) Request substantive changes to the nomination or; (b) Reject the Resolution.

ATTACHMENTS

1. Memorandum from CSDA Calling for Nominations.
2. CSDA Nomination and Candidate Information Forms
3. Resolution 2024-XX Approving the Nomination of Nicholas Schneider to the CSDA Board of Directors.



**California Special
Districts Association**
Districts Stronger Together

**Board Meeting of 03/07/24
Agenda Item 8. D.
Attachment 1**

DATE: February 5, 2024
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT A**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2025 - 2027 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent.
(See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, professional development, and other resources for members. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

Nomination Procedures: Any Regular Member district in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is April 10, 2024. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
Fax: 916.442.7889
E-mail: amberp@csla.net

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on June 10, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024. The successful candidates will be notified no later than July 30, 2024. All selected Board Members will be introduced at the Annual Conference in Indian Wells, CA in September 2024.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network	Seat A – Greg Orsini, Director, McKinleyville Community Services District*
Sierra Network	Seat A – Noelle Mattock, El Dorado Hills Community Services District*
Bay Area Network	Seat A – Chad Davisson, General Manager, Ironhouse Sanitary District*
Central Network	Seat A – Patrick Ostly, General Manager, North of River Sanitary District*
Coastal Network	Seat A – Elaine Magner, Director, Pleasant Valley Recreation & Park District*
Southern Network	Seat A – Jo MacKenzie, Director, Vista Irrigation District*

(* = Incumbent is running for re-election)

CSDA will be using a web-based online voting system allowing your district to cast your vote easily and securely. Electronic Ballots will be emailed to the main contact in your district June 10, 2024. All votes must be received through the system no later than 5:00 p.m. July 26, 2024.

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail amberp@csla.net **by April 10, 2024** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on June 10, 2024 per district request only.

If you have any questions, please contact Amber Phelen at amberp@csla.net.



California Special Districts Association

DISTRICT NETWORKS





**California Special
Districts Association**
Districts Stronger Together

Board Meeting of 03/07/24
Agenda Item 8. D.
Attachment 2

2024 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form, a Board resolution/minute action supporting the candidate, and
Candidate Information Sheet by mail or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@csda.net

DEADLINE FOR RECEIVING NOMINATIONS:

April 10, 2024 at 5:00 p.m.



**California Special
Districts Association**
Districts Stronger Together

2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2024 will not be included with the ballot.**

RESOLUTION NO. 2024-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVE NOMINATION OF NICHOLAS SCHNEIDER TO
CALIFORNIA SPECIAL DISTRICT ASSOCIATION BOARD (CSDA) SEAT A

WHEREAS, the California Special District Association (CSDA) is a 501c (6), not-for-profit association that was formed in 1969 to promote good governance and improved core local services through professional development, advocacy, and other services for all types of independent special districts; and,

WHEREAS, the CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, professional development, and other resources for members; and,

WHEREAS, CSDA requires that member agencies desiring to participate in the balloting and election of candidates to serve on CSDA's Board of Directors must be made by action or resolution adopted by the member agency's governing body; and,

WHEREAS, the Board of Directors (Board) of the Georgetown Divide Public Utility District (District) is a member of CSDA and entitled to nominate candidates to the CSDA Board of Directors; and,

WHEREAS, Nicholas Schneider meets the CSDA eligibility requirements; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT nominates Nicholas Schneider to serve as Director on the CSDA Board of Directors Seat A.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 7th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Mitch MacDonald, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Nicholas Schneider, Clerk, and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

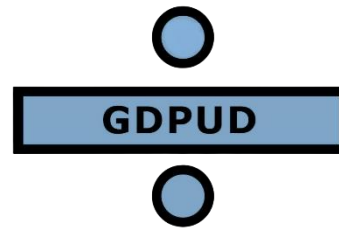
I hereby certify that the foregoing is a full, true, and correct copy of Resolution 2024-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 7th day of March 2024.

Nicholas Schneider, Clerk, and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REPORT TO THE BOARD OF DIRECTORS

Board Meeting of March 7, 2024

Agenda Item No. 8. E.



AGENDA SECTION: ACTION ITEMS

SUBJECT: Consider Adoption of Policy 2330 Inclement Weather

PREPARED BY: Elizabeth Olson, Executive Assistant

Approved By: Nicholas Schneider, General Manager

BACKGROUND

On occasion, the Georgetown Divide region may experience weather events of a severity that access, the safety of operations, and employee travel may be negatively impacted.

DISCUSSION

The District is establishing a policy that will ensure appropriate response during a weather event or when conditions are severe enough to disrupt travel or endanger the safety of employees. In the case of inclement weather, the District may cancel, delay, or mandate early closing of the District office. This policy provides guidance for management and employees during those adverse conditions. Under this understanding, the Ad-Hoc Policy Committee has reviewed and is presenting Policy 2330 Inclement Weather (**Attachment 1**) for consideration and adoption to the Board of Directors.

FISCAL IMPACT

Policy adoption presents no fiscal impact.

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 2024-XX Adopting Policy 2330 Inclement Weather.

ALTERNATIVES

The Board may (a) Request substantive changes to the policy and Resolution for staff to implement; (b) Reject the Resolution.

ATTACHMENTS

1. Policy 2330 Inclement Weather
2. Resolution 2024-XX Adopting Policy 2330 Inclement Weather

RESOLUTION NO. 2024-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
ADOPTING POLICY 2330 INCLEMENT WEATHER

WHEREAS, the occurrence of inclement weather conditions could make it necessary to close the District office, impact regular operations, or inhibit the ability of District employees to safely travel to work; and

WHEREAS, the Ad Hoc Policy Committee has considered the need to adopt guidelines to respond to inclement weather and adverse conditions; and

WHEREAS, Policy 2330 Inclement Weather sets forth the basis on which decisions will be made regarding District closure and payment of wages for employees during times when offices are closed; and,

WHEREAS, the policy hereto presented provides appropriate direction for response in such instances; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT Policy 2330 Inclement Weather is adopted.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 7th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Mitch MacDonald, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Nicholas Schneider, 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 2024-XX 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 7th day of March 2024.

Nicholas Schneider, Clerk, and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT



GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Policy and Procedures Manual

POLICY TITLE: Inclement Weather

POLICY NUMBER: 2330

Adopted:

Amended:

REFERENCES: Administrative Leave Act of 2016 § 630

Section 2330.01 Purpose

It is the policy of the District to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, the District reserves the right to close the facility. If citizens or employees are endangered, or conditions/events impede an agency's regular work and responsibilities or prevent employees from safely traveling to or safely performing work at work locations (for example, agency-specific emergencies such as a building fire, power outage, or burst water pipes), it may need to close or restrict its activities. These procedures reflect the principle that the District's vital services must continue without compromising the safety of our employees and the general public. In an emergency situation, timing is crucial. Thus, employees should refer to the District and call during periods of adverse weather to find out if the facility is open or closed.

Section 2330.02 Procedures

The District will make a decision by 6:30 a.m. whether the facilities will be open or closed for the day during periods of inclement weather and communicate this to the staff via email, phone, and text message.

Regardless of whether the District is open or closed, it is each employee's decision as to whether it is safe to report to work during such weather. Employees must advise their manager or supervisor as soon as possible if they are unable to report due to inclement weather.

Wherever possible employees shall work remotely in these adverse conditions. This does not allow remote work outside of inclement or emergency situations.

Facility Closed

If the facility is announced to be closed on the given day, all exempt level staff will receive their regular pay for the day of closure. For hourly employees on a day of closure, an employee will receive an amount equivalent to four hours of base pay for the day. All possible notice will be given to the public beforehand to ensure all customers and employees know about a possible closure.

Facility Open

If the facility remains open on an adverse weather day, employees who report to work will receive their normal pay for the day, i.e. exempt staff will receive their regular salary and hourly employees will be paid at their base rate plus incentives for all hours worked. If an employee

elects not to report to work when the facilities are open, the employee will be required to paid time off or take leave without pay.

On -Call and Emergency Personnel

Essential employees are those who must work during inclement weather or other emergencies. They are deemed essential at the discretion of the General Manager.

Flexibilities

In addition, supervisors and employees understand options available to them during each type of operating status announcement. That includes telework, unscheduled leave, leave without pay, etc. It's important to note that written telework and other agreements must still comply with applicable statutory and regulatory requirements.

Certification

I hereby certify that the foregoing is a full, true, and correct copy of Policy 2330 adopted by the Board of Directors of the Georgetown Divide Public Utility District on March 7th, 2024.

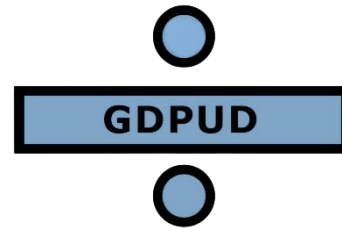
Nicholas Schneider, Clerk, and Ex-Officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

DISTRIBUTION:

REPORT TO THE BOARD OF DIRECTORS

Board Meeting of March 7, 2024

Agenda Item No. 8. F.



AGENDA SECTION: ACTION ITEMS

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

PREPARED BY: Nicholas Schneider, General Manager

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 1, 2020, through November 30, 2023. In anticipation of the expiration of that MOU, Local 39 sent the Georgetown Divide Public Utility District (District) official notice to negotiate 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 an agreement on the terms of the MOU.

For the new MOU to become effective, the Board must take formal action and approve the Resolution in **Attachment 1**.

DISCUSSION

The District and Local 39 have met and conferred on revised terms and conditions to the current MOU. The parties have reached an agreement on the changes to the expired MOU as redlined in **Attachment 3** and a clean copy of the new MOU is in **Attachment 2**. The modified terms are being presented to the Board for approval.

FISCAL IMPACT

The costs of all these changes have already been considered and included in the proposed Fiscal Year 2023-2024 Operating Budget. A budget amendment is not needed.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends that the District Board of Directors adopt the attached Resolution approving the Memorandum of Understanding with the International Union of Operating Engineers Stationary Engineers Local No. 39.

ALTERNATIVES

The Board of Directors may, upon review and consideration, vote against the proposed MOU and provide staff with other direction.

ATTACHMENTS

1. Resolution 2024-XX Approving the Memorandum of Understanding with International Union of Operating Engineers Stationary Engineers Local No. 39
2. Exhibit A- Clean Version of Proposed MOU
3. Redline of Proposed Changes to the (Current Expired) MOU

RESOLUTION NO. 2024-XX
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 (MOU) with the International Union of Operating Engineers Local No. 39 (Local 39) covered the period from December 1, 2020, through November 30, 2023; and

WHEREAS, Local 39 and the District negotiated a new MOU; and

WHEREAS, the Board desires to approve the new MOU with a term of December 1, 2023, through June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS approves the Memorandum of Understanding with the International Union of Operating Engineers Local No. 39 attached hereto as Exhibit A.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 7TH day of March 2024, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Mitch MacDonald President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Nicholas Schneider, 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 2024-XX 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 7TH day of March 2024.

Nicholas Schneider, Clerk and
Ex officio Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Exhibit A
Memorandum of Understanding with the
International Union of Operating 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 1, 2023 THROUGH
June 30, 2028**

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CHAPTER 1: ADMINISTRATIVE

1.1 PREAMBLE

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

1.2 RECOGNITION

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

1.3 IMPLEMENTATION

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

1.4 EFFECTIVE AND TERMINATION DATES

This Memorandum of Understanding shall become effective December 1, 2023, and will continue in effect through June 30, 2028 with respect to all employees represented by Local 39. During the period covered by the Memorandum of Understanding, any items concerning wages, hours, and terms and conditions of employment provided by this Memorandum of Understanding shall remain in effect unless the parties agree to revise the same by a written modification to this Memorandum of Understanding, subject to the limitations expressed in Section 3504 of the Government Code.

1.5 RATIFICATION BY EMPLOYEES

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

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

1.6 DISTRICT RIGHTS

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

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

1.7 DEFINITIONS

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

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

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

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

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

HOLIDAYS - Shall mean any holiday recognized by the District.

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

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

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

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

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

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

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

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

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

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

1.8 RENEGOTIATION

In the event that either party desires to negotiate a successor Agreement at the end of the term of this Agreement, which expires on June 30, 2028, , such party shall serve upon the other during the period April 1 to May 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 May 1, in the year the term expires, unless the parties agree in writing to postpone negotiations for a successor Agreement to a later date.

CHAPTER 2: COMPENSATION - WORKING CONDITIONS

2.1 COMPENSATION

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

2.2 WORKWEEK

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

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

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

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

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

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

2.2.1 ALTERNATIVE WORK SCHEDULES

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

2.3 OVERTIME HOURS/AUTHORIZATION

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

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

Employees may accrue compensatory time off (CTO) in lieu of overtime or call out pay. The accrual rate for compensatory time off shall be one and one half (1-1/2) hours each hour of compensatory time worked.

The maximum accumulation of compensatory time shall be forty (40) hours.

Once an employee terminates employment, the District shall cash out the remaining balance of compensatory time hours.

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 drugs (including marijuana/cannabis) to the point of impairment that would preclude legal driving 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 Fifty Dollars (\$50.00) per day for all weekdays, and at the rate of Seventy-Five (\$75.00) 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 workload of the District. Training will be scheduled within a 100-mile radius of the District. The employee may request the use of a District vehicle, if available. When two or more employees are attending a training session, the employees will ride together in a District vehicle and only the driver will be paid driving time. The employees may decide who the driver is. Driving responsibility shall not be divided between more than two employees per round trip. Time spent at training to maintain a required certificate is considered work time and the employee is not required to schedule leave. The meal period while at training to maintain a required certificate is not considered work time. Meals are not reimbursable unless they are included in the tuition.
- C. College Expense Reimbursement – If the purpose of the college course is to prepare the employee for current job duties or to prepare the employee for advancement through upgrading the employee to a higher skill level within the District, reimbursement will be considered on a case by case basis not to exceed \$3,000 per fiscal year. Any reimbursements will require advanced written approval from the General Manager and the employee's supervisor. The employees' time attending class is not considered work time. Driving time to and from class is not considered work time and is not compensable. If the employee leaves within one (1) year of receiving this reimbursement the employee will be required to pay back the District the costs provided by this reimbursement.

2.7 LONGEVITY PAY

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

2.8 DRESS CODE

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

Employees working in the field shall wear his or her District-approved work shirt,

provided by the District, and work pants. Employees will be reimbursed up to Four Hundred Dollars (\$400) per calendar year for the purchase of work boots and work pants.

Employees working in the field may wear approved headwear, but shall be required to wear personal protective equipment (PPE), including hard hats, for the tasks being performed.

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

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

2.8.1 Boot Reimbursement

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

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

2.9 WORKING OUT OF CLASS

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

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

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

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

and job scope of the higher class.

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

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

2.10 PERFORMANCE EVALUATION REVIEW

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

2.11 COST OF LIVING INCREASE

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

2.12 EQUITY ADJUSTMENTS

Effective the first full pay period in July 2024, the classifications referenced below shall receive base wage adjustments as follows:

- Canal Operator I/II – 3.00%
- Field Superintendent – 4.67%
- Maintenance Worker I/II – 4.33%
- Maintenance Lead – 4.33%
- Wastewater Technician I/II – 5.00%
- Water Treatment Plant Operator I/II/Lead – 0.50%

Effective the first full pay period in July 2025, the classifications referenced below shall receive base wage adjustments as follows:

- Canal Operator I/II – 3.00%
- Field Superintendent – 4.67%

Maintenance Worker I/II – 4.33%
Maintenance Lead – 4.33%
Wastewater Technician I/II – 5.00%
Water Treatment Plant Operator I/II/Lead – 0.50%

Effective the first full pay period in July 2026, the classifications referenced below shall receive base wage adjustments as follows:

Canal Operator I/II – 3.00%
Field Superintendent – 4.67%
Maintenance Worker I/II – 4.33%
Maintenance Lead – 4.33%
Wastewater Technician I/II – 5.00%
Water Treatment Plant Operator I/II/Lead – 0.50%

CHAPTER 3: INSURANCE BENEFITS

3.1 HEALTH INSURANCE BENEFITS

The District is currently enrolled in the ACWNJPIA Health Insurance program. Effective January 1, 2015, the District agrees to pay actual premium, costs up to 100% of the lowest cost plan provided by ACWA /JPIA for "employee only";

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 a portion of 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 before or after Christmas
- Day before or after New Years

Floating Holidays – Effective July 1, 2024 the District will add two (2) floating holidays that can be used at the discretion of the employee. These holidays will renew on July 1, and must be used by June 30 of the following year. If not used within that time period, the employee will forfeit the use of the floating holidays. These days must be scheduled with prior supervisor approval. If an employee leaves due to termination or quits these days have no cash value. Any new employee hired during the fiscal year will receive a prorated rate of floating holidays. If hired from July 1 to December 31 they will receive two (2) days and if hired from January 1 to June 30 they will receive one (1) day.

Effective January 1, 2024, employee shall receive one (1) floating holiday. This floating holiday shall have no cash value and must be used by June 30, 2024, otherwise the employee shall forfeit the use of this floating holiday.

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.

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 immediate family (which includes a spouse, child, parent, sibling, grandparent, grandchild, or parent-in-law) may be granted the ability to use up to five (5) days of bereavement leave. Leave may be taken intermittently and must be concluded within ninety (90) days of the death.

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

Accrued sick leave is not compensable upon separation of service.

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

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

Upon return to work, employees may be required to submit a sick leave request form or record of sick leave use to his/ her supervisor for approval. The General Manager may request information in order to aid in the determination of whether the sick leave use is legitimate. The General Manager may require a physician's statement or acceptable substitute from an employee who applies for sick leave or make whatever reasonable investigation into the circumstances that appear warranted before taking action on a sick leave request.

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

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

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

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

for a total of at least sixty-four hours in a calendar year for two years in a row.

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

- A. The first year an employee is identified as having excessive usage the employee shall be counseled by their supervisor and shall receive a sick leave reminder letter, which will be placed in the employee's personnel file.
- B. If an employee is identified as having excessive sick leave usage two consecutive years or two out of three years, the employee will be counseled by their supervisor and shall receive a written reprimand which will be placed in the employee's personnel file. All sick leave usage will require a doctor's excuse for a period of one year following the written reprimand.
- C. If an employee is identified as having excessive sick leave usage three consecutive years or three out of four years, the employee will receive a three-day suspension without pay. Sick leave usage will continue to require a doctor's excuse for a period of one year.
- D. If an employee is identified as having excessive sick leave usage in excess of four consecutive years or four out of five years, serious disciplinary action, which may include termination from service, will occur.

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

4.3 VACATION LEAVE

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

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

Vacation Accrual Rates:

Years of Service

Biweekly Accrual Hours per Year

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

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

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

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

4.4 LEAVES OF ABSENCE

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

4.5 JURY DUTY

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

4.6 Job Abandonment (AWOL)

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

CHAPTER 5: RETIREMENT BENEFITS

5.1 PUBLIC EMPLOYEES RETIREMENT SYSTEM

A. PERS RETIREMENT FIRST TIER

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

B. PERS RETIREMENT SECOND TIER

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

C. PERS RETIREMENT THIRD TIER

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

D. PERS RETIREMENT FOURTH TIER

District employees hired on or after January 1, 2012 are enrolled in the PERS 2% at 62 Plan with the three highest year option. The employees shall pay half

of the District Normal Cost Rate as reported from CalPERS and defined under 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.

CHAPTER 6: EMPLOYEE GRIEVANCE PROCEDURE

6.1 PURPOSE

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

6.2 GRIEVANCE PROCEDURE STEPS

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

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

The Level II grievance shall include the following:

- A. A concise statement of the grievance, including specific reference to the policy allegedly violated;
- B. The circumstances involved;
- C. The decision rendered at Level I, if any;
- D. The dates when:

- i. the grievance was first discussed with the immediate supervisor;
 - ii. the Level I response was issued; and
 - iii. the employee submitted the grievance to Level II;
- E. The specific remedy sought.

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

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

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

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

6.3 GENERAL RULES FOR GRIEVANCES

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

If an employee does not present the grievance or does not appeal the decision rendered regarding the grievance, within the time limits specified above, the grievance shall be considered withdrawn.

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

6.4 TIME EXTENSION

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

CHAPTER 7: DISCIPLINARY PROCEDURES

7.1 GENERAL RULES OF CONDUCT

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

7.2 EXAMPLES OF UNACCEPTABLE CONDUCT

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

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

- authorization has been given;
- Q. Possession of firearms or dangerous weapons on District property. A dangerous weapon is any object or tool used in an unauthorized or unsafe manner;
 - R. Private use of District equipment, vehicles, tools, and materials;
 - S. Unauthorized or illegal disclosure of or other failure to properly protect trade secrets of the District, such as customer private information and any other confidential information relating to the security of District operations, such as water quality;
 - T. Soliciting coworkers when either employee is on working time being paid for by the District is prohibited, including the use of e-mail. Distribution or posting of pamphlet, leaflets, or any other literature in the District offices is prohibited during working time of any employee involved.

7.3 TYPES OF DISCIPLINARY ACTION

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

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

- F. Discharge: the removal of an employee from District employment, as provided for in these Guidelines.
- G. Last Chance Agreement: In lieu of discharge, the District and Local 39 may agree to enter into a "Last Chance Agreement", whereby the employee will remain employed with the District, but may be discharged at a later date for violating the District's policies or this Memorandum of Understanding. Additionally, the employee agrees to waive his or her rights to challenge his or her termination in exchange for entering into a Last Chance Agreement and remaining employed

7.4 DISCIPLINARY NOTICE/APPEAL PROCEDURE

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

7.4.1 Written Notice of Proposed Action

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

Notice of the Disciplinary Action

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

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

7.4.2 Response Meeting/Skelly Review Meeting

No more than ten (10) business days after the notice has been served upon

employee, employee shall have the opportunity to refute charges or present facts that is known as a "Skelly" Review meeting with the General Manager. The employee may respond orally or in writing, personally or with a representative. Neither party shall be entitled to call witnesses or take testimony.

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

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

7.4.3 Post-Skelly Final Notice

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

The final notice of disciplinary action shall include the following:

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

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

7.4.4 Appeals of Disciplinary Action

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

The appeal hearing shall be an evidentiary hearing with due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. However, the formal rules of evidence shall not apply, and the hearing officer shall be entitled to rely upon any evidence that reasonable persons would commonly rely upon in the course of the conduct of their business.

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

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

7.4.5 Selection of Hearing Officer for Appeal of Disciplinary Action

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

7.4.6 Appeal Hearing

The appointed hearing officer shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal. The appointed hearing officer may continue the hearing either for the convenience of the District or for good cause upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of Section 11509 of the Government Code of the State of California, except that the

appellant and other persons may be examined as provided in Section 19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

7.4.7 Representation at Appeal

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

7.4.8 Notices to Witnesses

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

7.4.9 Failure of Employee to Appear at Appeal Hearing

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

7.4.10 Decision on the Appeal

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

7.4.11 Time Limits

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

CHAPTER 8: MISCELLANEOUS ISSUES

8.1 SUBSTANCE ABUSE AND FITNESS FOR DUTY POLICY

The "Alcohol and Drug-Free Workplace Policy" shall be incorporate by reference

as a provision of this Agreement. A copy is attached to this Agreement as **Attachment B.**

8.2 UNLAWFUL HARASSMENT POLICY

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

8.3 DISTRICT VEHICLES

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

Employees subject to 24-hour maintenance calls are authorized to drive District vehicles home. The possession of alcoholic beverages, marijuana or unlawful substances of any kind are not permitted inside a District vehicle. Employees shall not smoke or use any marijuana products 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.
3. 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.
4. 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.
5. Ties. In the event of a tie in seniority the final decision will be made by lot.

8.7 Global Positioning System (GPS)

For District vehicles in which a Fleet Management Global Positioning System (GPS) has been installed, the following will apply:

1. The purpose of the District's Fleet Management GPS is to record daily and annual miles per vehicle. This information will be used to manage vehicle maintenance, project fuel costs, and determine the infrastructure that will be required to sustain the electrification of all District vehicles as mandated by State of California regulations. In addition to any uses described elsewhere in this Section, the GPS capabilities may also be used for other business-related purposes, including, but not limited to, metrics, performance measures, locating stolen vehicles, determining the location of vehicles during work shifts, providing aid to vehicles with mechanical failures, increasing employee safety, and managing agency resources effectively.
2. The Fleet Management GPS will provide increased employee safety, especially for those employees who drive alone in a District vehicle.
3. Upon reasonable suspicion by District management that employee(s) is/are performing misconduct of any kind, or in violation of District directives or personnel policies, the Fleet Management GPS may be used as a tool to monitor the work activities of such employee(s). However, such monitoring shall last for a period not to exceed ninety (90) days.
4. Historical data contained within the Fleet Management System shall be maintained in accordance with the District's record retention policy.
5. In addition to the above-mentioned uses, GPS data may be used as part of an accident investigation or in response to a citizen's complaint.
6. The District may use GPS data, so acquired based upon underlying reasonable suspicion as set forth in subsection 3 above, during a disciplinary investigation or discipline of its employees pertaining to the

misuse or abuse of their vehicles, the appropriate use of time, or other misconduct or violation of District directives or personnel policies.

7. Employees are prohibited from tampering with, altering or attempting to alter, disabling, or destroying any Fleet Management GPS system or GPS data.

Access to information from the Fleet Management GPS shall be limited to those departments and programs with a well-defined business need, such as Financial Services for budgeting and infrastructure planning, Field Services for vehicle maintenance, and Risk Management for accident investigations and responses to vehicle complaints from the public. Human Resources or other authorized management employees may access the data, pursuant to subsection 3 above, as part of an inquiry into employee misconduct. A supervisor or manager may access vehicle location data when there is concern for an employee's well-being and safety.

**WHEREFORE, THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED AND APPROVED
ON MARCH 7, 2024**

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

**GEORGETOWN DIVIDE PUBLIC UTILITY
DISTRICT**

Bart Florence, Business Manager

Mitch MacDonald , Board President

Jeff Gladieux, President

Nicholas Schneider, General Manager

Brandy Johnson, Director Public Employees

Stephen Hatch, Business Representative

Marty Ceirante, Shop Steward

Brian Ruhle, Shop Steward

ATTACHMENT A

SALARY SCHEDULE

2023 REPRESENTED SALARY SCHEDULE

Range	Step A	Step B	Step C	Step D	Step E
Maintenance Worker I	\$ 21.80	\$ 22.90	\$ 24.03	\$ 25.25	\$ 26.49
Maintenance Worker II	\$ 25.24	\$ 26.51	\$ 27.79	\$ 29.20	\$ 30.66
Waste Water Technician I	\$ 22.86	\$ 24.01	\$ 25.23	\$ 26.08	\$ 27.78
Waste Water Technician II	\$ 26.49	\$ 27.81	\$ 29.21	\$ 30.67	\$ 32.19
Canal Operator I	\$ 24.01	\$ 25.23	\$ 26.46	\$ 27.78	\$ 29.19
Canal Operator II	\$ 27.12	\$ 28.50	\$ 29.91	\$ 31.39	\$ 32.96
Distribution Operator I	\$ 25.23	\$ 26.50	\$ 27.81	\$ 29.19	\$ 30.67
Distribution Operator II	\$ 30.95	\$ 32.50	\$ 34.13	\$ 35.83	\$ 37.62
Water Treatment Plant Operator II	\$ 30.95	\$ 32.50	\$ 34.13	\$ 35.83	\$ 37.62
Water Treatment Plant Operator III	\$ 35.52	\$ 37.28	\$ 39.16	\$ 41.10	\$ 43.16
Maintenance Worker Lead	\$ 30.61	\$ 32.14	\$ 33.75	\$ 35.44	\$ 37.21
Distribution Operator Lead	\$ 37.92	\$ 39.82	\$ 41.80	\$ 43.89	\$ 46.10
Water Treatment Plant Operator Lead	\$ 39.06	\$ 41.02	\$ 43.07	\$ 45.22	\$ 47.48
Field Superintendent	\$ 41.78	\$ 43.87	\$ 46.06	\$ 48.36	\$ 50.78

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. Use or possession of marijuana/cannabis during working hours and being impaired by the psychoactive properties of marijuana/cannabis during working hours.

3. Alcohol

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

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

C. PROHIBITED CONDUCT

1. Manufacture, Trafficking, Possession, and Use

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

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

2. Impaired/Not Fit for Duty

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

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

3. Alcohol Use

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

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

D. NOTIFYING THE DISTRICT OF CRIMINAL DRUG CONVICTION

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

E. PROPER APPLICATION OF THE POLICY

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

F. TESTING FOR PROHIBITED SUBSTANCES

1. Compliance with Testing Requirements

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

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

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

2. Testing Procedures

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

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

3. Types of Testing-All District Employees

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

a. Pre-Employment Testing

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

b. Reasonable Suspicion Testing

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

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

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

c. Post-Accident Testing

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

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

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

d. Return-to-Duty Testing

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

e. Employee Requested Testing

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

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

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

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

a. Random Testing

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

5. Treatment/Rehabilitation Program

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

a. Positive Controlled Substance and/or Alcohol Test

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

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

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

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

b. Voluntary Admittance:

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

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

6. Confidentiality and Privacy

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

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

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

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

G. EMPLOYEE ASSESSMENT BY A SUBSTANCE ABUSE PROFESSIONAL

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

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

H. CONTACT PERSON

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

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

I. ACKNOWLEDGMENT

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

J. RESERVATION OF RIGHTS

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

APPENDIX "A"
EMPLOYEE CLASSIFICATIONS
FOR THE GEORGETOWN DIVIDE PUBLIC UTILITY
DISTRICT

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

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

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

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

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

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

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

A. PROCEDURES-REASONABLE SUSPICION TESTING

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

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

B. PROCEDURES-RANDOM TESTING

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

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

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

C. PROCEDURES-POST-ACCIDENT

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

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

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

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

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

E. PROCEDURES -CHAIN OF CUSTODY FOR CONTROLLED SUBSTANCE SPECIMENS

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

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

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

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

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

G. PROCEDURES -ALCOHOL CONCENTRATION

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

APPENDIX "C"

ALCOHOL AND DRUG-FREE WORKPLACE POLICY REASONABLE SUSPICION REPORT FORM

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

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

OBSERVATIONS

Date of Observation: _____ Location: _____

Time of Observation: From _____ am/pm To: _____ am/pm

A. PERSONAL BEHAVIOR (Check all that apply.)

1. SPEECH:

_____ 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
_____ Weigh 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)	<u>Occurrences</u>	<u>No. of Days</u>
_____ 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 (specific): _____

2. Quality and Quantity of Work:

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

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

3. Work Relationships/Personal Behavior

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

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

C. POST-ACCIDENT (Please complete if applicable)

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

Above conduct and behavior witnessed by:

Name of Director, Manager or Supervisor
(Please Print)

Phone

Signature of Director, Manager or Supervisor

Date

Name of Witness (Preferred but not necessary)

Phone

Signature of Witness

Date

APPENDIX "D"

AUTHORIZATION AND RELEASE OF PROTECTED HEALTH INFORMATION

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

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

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

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

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

APPENDIX "E"

ACKNOWLEDGMENT OF RECEIPT

Georgetown Divide Public Utility District

Alcohol and Drug-Free Workplace Policy Acknowledgment

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

Signature

Date

Printed Full Name

APPENDIX "F" DEFINITIONS

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

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

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

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

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

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.

**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, 20230 THROUGH
June 30, 2028 ~~NOVEMBER 30, 2023~~**

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CHAPTER 1: ADMINISTRATIVE

1.1 PREAMBLE

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

1.2 RECOGNITION

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

1.3 IMPLEMENTATION

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

1.4 EFFECTIVE AND TERMINATION DATES

This Memorandum of Understanding shall become effective December 1, ~~2023~~ 2020, and will continue in effect through June 30, 2028 ~~November 30, 2023~~, with respect to all employees represented by Local 39. During the period covered by the Memorandum of Understanding, any items concerning wages, hours, and terms and conditions of employment provided by this Memorandum of Understanding shall remain in effect unless the parties agree to revise the same by a written modification to this Memorandum of Understanding, subject to the limitations expressed in Section 3504 of the Government Code.

1.5 RATIFICATION BY EMPLOYEES

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

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

1.6 DISTRICT RIGHTS

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

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

1.7 DEFINITIONS

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

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

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

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

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

HOLIDAYS - Shall mean any holiday recognized by the District.

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

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

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

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

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

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

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

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

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

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

1.8 RENEGOTIATION

In the event that either party desires to negotiate a successor Agreement at the end of the term of this Agreement, which expires on June 30, 2028, November 30, 2020, such party shall serve upon the other during the period April 1 to May 1 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 May 1 October 1, in the year the term expires, unless the parties agree in writing to postpone negotiations for a successor Agreement to a later date.

CHAPTER 2: COMPENSATION - WORKING CONDITIONS

2.1 COMPENSATION

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

2.2 WORKWEEK

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

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

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

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

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

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

2.2.1 ALTERNATIVE WORK SCHEDULES

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

2.3 OVERTIME HOURS/AUTHORIZATION

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

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

Employees may accrue compensatory time off (CTO) in lieu of overtime or call out pay. The accrual rate for compensatory time off shall be one and one half (1-1/2) hours each hour of compensatory time worked.

The maximum accumulation of compensatory time shall be forty (40) hours.

Once an employee terminates employment, the District shall cash out the remaining balance of compensatory time hours

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 drugs \(including marijuana/cannabis\) to the point of impairment that would preclude legal driving](#) 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 Fifty Dollars (\$50.00) ~~Forty Dollars (\$40.00)~~ per day for all weekdays, and at the rate of Seventy-Five (\$75.00) ~~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 workload of the District. Training will be scheduled within a 100-mile radius of the District. The employee may request the use of a District

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

B.C. College Expense Reimbursement – If the purpose of the college course is to prepare the employee for current job duties or to prepare the employee for advancement through upgrading the employee to a higher skill level within the District, reimbursement will be considered on a case by case basis not to exceed \$3,000 per fiscal year. Any reimbursements will require advanced written approval from the General Manager and the employee's supervisor. The employees' time attending class is not considered work time. Driving time to and from class is not considered work time and is not compensable. If the employee leaves within one (1) year of receiving this reimbursement the employee will be required to pay back the District the costs provided by this reimbursement.

2.7 LONGEVITY PAY

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

2.8 DRESS CODE

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

Employees working in the field shall wear his or her District-approved work shirt, provided by the District, and work pants. Employees will be reimbursed up to Four ~~Three~~ Hundred Dollars (\$400 ~~300~~) per calendar year for the purchase of work boots and work pants.

Employees working in the field may wear approved headwear, but shall be required to wear personal protective equipment (PPE), including hard hats, for the tasks being performed.

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

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

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

2.8.1 Boot Reimbursement

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

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

2.9 WORKING OUT OF CLASS

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

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

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

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

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

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

2.10 PERFORMANCE EVALUATION REVIEW

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

2.11 COST OF LIVING INCREASE

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

2.12 EQUITY ADJUSTMENTS

Effective the first full pay period in July 2024, the classifications referenced below shall receive base wage adjustments as follows:

<u>Canal Operator I/II – 3.00%</u>
<u>Field Superintendent – 4.67%</u>
<u>Maintenance Worker I/II – 4.33%</u>
<u>Maintenance Lead – 4.33%</u>
<u>Wastewater Technician I/II – 5.00%</u>
<u>Water Treatment Plant Operator I/II/Lead – 0.50%</u>

Effective the first full pay period in July 2025, the classifications referenced below shall receive base wage adjustments as follows:

<u>Canal Operator I/II – 3.00%</u>
<u>Field Superintendent – 4.67%</u>
<u>Maintenance Worker I/II – 4.33%</u>
<u>Maintenance Lead – 4.33%</u>
<u>Wastewater Technician I/II – 5.00%</u>
<u>Water Treatment Plant Operator I/II/Lead – 0.50%</u>

Effective the first full pay period in July 2026, the classifications referenced below shall receive base wage adjustments as follows:

<u>Canal Operator I/II – 3.00%</u>
<u>Field Superintendent – 4.67%</u>
<u>Maintenance Worker I/II – 4.33%</u>
<u>Maintenance Lead – 4.33%</u>
<u>Wastewater Technician I/II – 5.00%</u>
<u>Water Treatment Plant Operator I/II/Lead – 0.50%</u>

CHAPTER 3: INSURANCE BENEFITS

3.1 HEALTH INSURANCE BENEFITS

The District is currently enrolled in the ACWNJPIA Health Insurance program. Effective January 1, 2015, the District agrees to pay actual premium, costs up ~~\$615.55 per month for the category "employee only", (to~~ 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 a portion of 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 before or after Christmas*
Day before or after New Years

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

Floating Holidays – Effective July 1, 2024 the District will add two (2) floating holidays that can be used at the discretion of the employee. These holidays will renew on July 1, and must be used by June 30 of the following year. If not used within that time period, the employee will forfeit the use of the floating holidays. These days must be scheduled with prior supervisor approval. If an employee leaves due to termination or quits these days have no cash value. Any new employee hired during the fiscal year will receive a prorated rate of floating holidays. If hired from July 1 to December 31 they will receive two (2) days and if hired from January 1 to June 30 they will receive one (1) day.

Effective January 1, 2024, employee shall receive one (1) floating holiday. This floating holiday shall have no cash value and must be used by June 30, 2024, otherwise the employee shall forfeit the use of this floating holiday.

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 immediate family (which includes a spouse, child, parent, sibling, grandparent, grandchild, or parent-in-law) may be granted the ability to use up to five (5) ~~three (3)~~ days of bereavement sick leave per calendar year, upon approval of his or her supervisor. Leave may be taken intermittently and must be concluded within ninety (90) days of the death.

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

Accrued sick leave is not compensable upon separation of service.

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

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

Upon return to work, employees may be required to submit a sick leave request form or record of sick leave use to his/ her supervisor for approval. The General Manager may request information in order to aid in the determination of whether the sick leave use is legitimate. The General Manager may require a physician's statement or acceptable substitute from an employee who applies for sick leave or make whatever reasonable investigation into the circumstances that appear warranted before taking action on a sick leave request.

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

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

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

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

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

- A. The first year an employee is identified as having excessive usage the employee shall be counseled by their supervisor and shall receive a sick leave reminder letter, which will be placed in the employee's personnel file.
- B. If an employee is identified as having excessive sick leave usage two consecutive years or two out of three years, the employee will be counseled by their supervisor and shall receive a written reprimand which will be placed in the employee's personnel file. All sick leave usage will require a doctor's excuse for a period of one year following the written reprimand.
- C. If an employee is identified as having excessive sick leave usage three consecutive years or three out of four years, the employee will receive a three-day suspension without pay. Sick leave usage will continue to require a doctor's excuse for a period of one year.
- D. If an employee is identified as having excessive sick leave usage in excess of four consecutive years or four out of five years, serious disciplinary action, which may include termination from service, will occur.

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

4.3 VACATION LEAVE

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

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

Vacation Accrual Rates:

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

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

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

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

4.4 LEAVES OF ABSENCE

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

4.5 JURY DUTY

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

4.6 Job Abandonment (AWOL)

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

CHAPTER 5: RETIREMENT BENEFITS

5.1 PUBLIC EMPLOYEES RETIREMENT SYSTEM

A. PERS RETIREMENT FIRST TIER

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

B. PERS RETIREMENT SECOND TIER

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

C. PERS RETIREMENT THIRD TIER

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

D. PERS RETIREMENT FOURTH TIER

District employees hired on or after January 1, 2012 are enrolled in the PERS 2% at 62 Plan with the three highest year option. The employees shall pay half of the District Normal Cost Rate as reported from CalPERS and defined under 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.

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~~1.~~

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

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

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

6.3 GENERAL RULES FOR GRIEVANCES

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

If an employee does not present the grievance or does not appeal the decision rendered regarding the grievance, within the time limits specified above, the grievance shall be considered withdrawn.

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

6.4 TIME EXTENSION

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

CHAPTER 7: DISCIPLINARY PROCEDURES

7.1 GENERAL RULES OF CONDUCT

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

7.2 EXAMPLES OF UNACCEPTABLE CONDUCT

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

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

R. Private use of District equipment, vehicles, tools, and materials;

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

7.3 TYPES OF DISCIPLINARY ACTION

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

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

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

7.4 DISCIPLINARY NOTICE/APPEAL PROCEDURE

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

7.4.1 Written Notice of Proposed Action

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

Notice of the Disciplinary Action

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

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

7.4.2 Response Meeting/Skelly Review Meeting

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

testimony.

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

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

7.4.3 Post-Skelly Final Notice

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

The final notice of disciplinary action shall include the following:

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

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

7.4.4 Appeals of Disciplinary Action

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

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

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

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

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

7.4.5 Selection of Hearing Officer for Appeal of Disciplinary Action

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

7.4.6 Appeal Hearing

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

7.4.7 Representation at Appeal

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

7.4.8 Notices to Witnesses

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

7.4.9 Failure of Employee to Appear at Appeal Hearing

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

7.4.10 Decision on the Appeal

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

7.4.11 Time Limits

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

CHAPTER 8: MISCELLANEOUS ISSUES

8.1 SUBSTANCE ABUSE AND FITNESS FOR DUTY POLICY

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

8.2 UNLAWFUL HARASSMENT POLICY

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

8.3 DISTRICT VEHICLES

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

Employees subject to 24-hour maintenance calls are authorized to drive District vehicles home. [The possession of Alcoholic beverages, marijuana](#) or unlawful substances of any kind are not permitted inside a District vehicle. Employees shall not smoke [or use any marijuana products](#) 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.

~~2~~—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

~~34~~ 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.

45 Ties. In the event of a tie in seniority the final decision will be made by lot.

8.7 Global Positioning System (GPS)

For District vehicles in which a Fleet Management Global Positioning System (GPS) has been installed, the following will apply:

1. The purpose of the District's Fleet Management GPS is to record daily and annual miles per vehicle. This information will be used to manage vehicle maintenance, project fuel costs, and determine the infrastructure that will be required to sustain the electrification of all District vehicles as mandated by State of California regulations. In addition to any uses described elsewhere in this Section, the GPS capabilities may also be used for other business-related purposes, including, but not limited to, metrics, performance measures, locating stolen vehicles, determining the location of vehicles during work shifts, providing aid to vehicles with mechanical failures, increasing employee safety, and managing agency resources effectively.
2. The Fleet Management GPS will provide increased employee safety, especially for those employees who drive alone in a District vehicle.
3. Upon reasonable suspicion by District management that employee(s) is/are performing misconduct of any kind, or in violation of District directives or personnel policies, the Fleet Management GPS may be used as a tool to monitor the work activities of such employee(s). However, such monitoring shall last for a period not to exceed ninety (90) days.
4. Historical data contained within the Fleet Management System shall be maintained in accordance with the District's record retention policy.
5. In addition to the above-mentioned uses, GPS data may be used as part of an accident investigation or in response to a citizen's complaint.
6. The District may use GPS data, so acquired based upon underlying reasonable suspicion as set forth in subsection 3 above, during a disciplinary investigation or discipline of its employees pertaining to the

misuse or abuse of their vehicles, the appropriate use of time, or other misconduct or violation of District directives or personnel policies.

7. Employees are prohibited from tampering with, altering or attempting to alter, disabling, or destroying any Fleet Management GPS system or GPS data.

Access to information from the Fleet Management GPS shall be limited to those departments and programs with a well-defined business need, such as Financial Services for budgeting and infrastructure planning, Field Services for vehicle maintenance, and Risk Management for accident investigations and responses to vehicle complaints from the public. Human Resources or other authorized management employees may access the data, pursuant to subsection 3 above, as part of an inquiry into employee misconduct. A supervisor or manager may access vehicle location data when there is concern for an employee's well-being and safety.

WHEREFORE, THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED AND APPROVED
ON ~~DECEMBER 8, 2020~~ MARCH 7, 2024

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

GEORGETOWN DIVIDE PUBLIC UTILITY
DISTRICT

Bart Florence, Business Manager

Mitch MacDonald ~~Michael Saunders~~, Board
President

Jeff Gladieux ~~Robert Aldrich~~, President

Nicholas Schneider ~~Jeff Nelson~~, ~~Interim~~
General Manager

Brandy Johnson ~~Steve Crouch~~, Director
Public Employees

Stephen Hatch ~~Chuck Thiel~~, Business
Representative

Marty Ceirante, Shop Steward

Brian Ruhle ~~Kyle Madison~~, Shop Steward

ATTACHMENT A

SALARY SCHEDULE

2023 REPRESENTED SALARY SCHEDULE

<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<u>Maintenance Worker I</u>	<u>\$ 21.80</u>	<u>\$ 22.90</u>	<u>\$ 24.03</u>	<u>\$ 25.25</u>	<u>\$ 26.49</u>
<u>Maintenance Worker II</u>	<u>\$ 25.24</u>	<u>\$ 26.51</u>	<u>\$ 27.79</u>	<u>\$ 29.20</u>	<u>\$ 30.66</u>
<u>Waste Water Technician I</u>	<u>\$ 22.86</u>	<u>\$ 24.01</u>	<u>\$ 25.23</u>	<u>\$ 26.08</u>	<u>\$ 27.78</u>
<u>Waste Water Technician II</u>	<u>\$ 26.49</u>	<u>\$ 27.81</u>	<u>\$ 29.21</u>	<u>\$ 30.67</u>	<u>\$ 32.19</u>
<u>Canal Operator I</u>	<u>\$ 24.01</u>	<u>\$ 25.23</u>	<u>\$ 26.46</u>	<u>\$ 27.78</u>	<u>\$ 29.19</u>
<u>Canal Operator II</u>	<u>\$ 27.12</u>	<u>\$ 28.50</u>	<u>\$ 29.91</u>	<u>\$ 31.39</u>	<u>\$ 32.96</u>
<u>Distribution Operator I</u>	<u>\$ 25.23</u>	<u>\$ 26.50</u>	<u>\$ 27.81</u>	<u>\$ 29.19</u>	<u>\$ 30.67</u>
<u>Distribution Operator II</u>	<u>\$ 30.95</u>	<u>\$ 32.50</u>	<u>\$ 34.13</u>	<u>\$ 35.83</u>	<u>\$ 37.62</u>
<u>Water Treatment Plant Operator II</u>	<u>\$ 30.95</u>	<u>\$ 32.50</u>	<u>\$ 34.13</u>	<u>\$ 35.83</u>	<u>\$ 37.62</u>
<u>Water Treatment Plant Operator III</u>	<u>\$ 35.52</u>	<u>\$ 37.28</u>	<u>\$ 39.16</u>	<u>\$ 41.10</u>	<u>\$ 43.16</u>
<u>Maintenance Worker Lead</u>	<u>\$ 30.61</u>	<u>\$ 32.14</u>	<u>\$ 33.75</u>	<u>\$ 35.44</u>	<u>\$ 37.21</u>
<u>Distribution Operator Lead</u>	<u>\$ 37.92</u>	<u>\$ 39.82</u>	<u>\$ 41.80</u>	<u>\$ 43.89</u>	<u>\$ 46.10</u>
<u>Water Treatment Plant Operator Lead</u>	<u>\$ 39.06</u>	<u>\$ 41.02</u>	<u>\$ 43.07</u>	<u>\$ 45.22</u>	<u>\$ 47.48</u>
<u>Field Superintendent</u>	<u>\$ 41.78</u>	<u>\$ 43.87</u>	<u>\$ 46.06</u>	<u>\$ 48.36</u>	<u>\$ 50.78</u>

~~ATTACHMENT A~~

SALARY SCHEDULE

2020 REPRESENTED SALARY SCHEDULE

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

Water Treatment Plant Operator III	\$ 31.91	\$ 33.50	\$ 35.18	\$ 36.93	\$ 38.78
Field Superintendent	\$ 37.54	\$ 39.42	\$ 41.39	\$ 43.46	\$ 45.63

ATTACHMENT B

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

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

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

A. APPLICABILITY

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

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

B. PROHIBITED SUBSTANCES

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

1. Illegal Drugs

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

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

2. Legal Drugs

Use of any legal drug (a) for any purposes other than the purposes for which it was prescribed or manufactured or in a quantity, frequency, or (b) in a manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer. [Use or possession of marijuana/cannabis during working hours and being impaired by the psychoactive properties of marijuana/cannabis during working hours.](#)

3. Alcohol

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

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

C. PROHIBITED CONDUCT

1. Manufacture, Trafficking, Possession, and Use

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

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

2. Impaired/Not Fit for Duty

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

Employees failing to pass this reasonable suspicion test shall remain off duty and be referred to a SAP. A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a Prohibited Substance in the

body above the minimum thresholds defined in the Department of Transportation guidelines, or if the employee refuses to submit to the reasonable suspicion testing.

3. Alcohol Use

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

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

D. NOTIFYING THE DISTRICT OF CRIMINAL DRUG CONVICTION

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

E. PROPER APPLICATION OF THE POLICY

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

F. TESTING FOR PROHIBITED SUBSTANCES

1. Compliance with Testing Requirements

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

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

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

2. Testing Procedures

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

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

3. Types of Testing-All District Employees

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

a. Pre-Employment Testing

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

b. Reasonable Suspicion Testing

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

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

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

c. Post-Accident Testing

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

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

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

d. Return-to-Duty Testing

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

e. Employee Requested Testing

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

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

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

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

a. Random Testing

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

5. Treatment/Rehabilitation Program

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

a. Positive Controlled Substance and/or Alcohol Test

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

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

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

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

b. Voluntary Admittance:

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

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

6. Confidentiality and Privacy

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

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

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

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

G. EMPLOYEE ASSESSMENT BY A SUBSTANCE ABUSE PROFESSIONAL

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

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

H. CONTACT PERSON

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

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

I. ACKNOWLEDGMENT

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

J. RESERVATION OF RIGHTS

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

APPENDIX "A"
EMPLOYEE CLASSIFICATIONS
FOR THE GEORGETOWN DIVIDE PUBLIC UTILITY
DISTRICT

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

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

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

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

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

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

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

A. PROCEDURES-REASONABLE SUSPICION TESTING

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

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

B. PROCEDURES-RANDOM TESTING

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

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

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

C. PROCEDURES-POST-ACCIDENT

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

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

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

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

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

E. PROCEDURES -CHAIN OF CUSTODY FOR CONTROLLED SUBSTANCE SPECIMENS

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

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

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

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

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

G. PROCEDURES -ALCOHOL CONCENTRATION

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

APPENDIX "C"

ALCOHOL AND DRUG-FREE WORKPLACE POLICY REASONABLE SUSPICION REPORT FORM

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

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

OBSERVATIONS

Date of Observation: _____ Location: _____

Time of Observation: From _____ am/pm To: _____ am/pm

A. PERSONAL BEHAVIOR (Check all that apply.)

1. SPEECH:

_____ 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
_____ Weigh 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)	<u>Occurrences</u>	<u>No. of Days</u>
_____ 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 (specific): _____

2. Quality and Quantity of Work:

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

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

3. Work Relationships/Personal Behavior

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

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

C. POST-ACCIDENT (Please complete if applicable)

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

Above conduct and behavior witnessed by:

Name of Director, Manager or Supervisor
(Please Print)

Phone

Signature of Director, Manager or Supervisor

Date

Name of Witness (Preferred but not necessary)

Phone

Signature of Witness

Date

APPENDIX "D"

AUTHORIZATION AND RELEASE OF PROTECTED HEALTH INFORMATION

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

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

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

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

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

APPENDIX "E"

ACKNOWLEDGMENT OF RECEIPT

Georgetown Divide Public Utility District

Alcohol and Drug-Free Workplace Policy Acknowledgment

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

Signature

Date

Printed Full Name

APPENDIX "F" DEFINITIONS

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

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

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

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

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

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

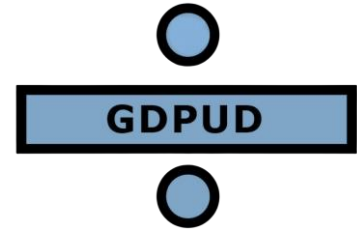
controlled substance abuse.

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.

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF MARCH 7, 2024
AGENDA ITEM NO. 9. A.**



AGENDA SECTION: PUBLIC HEARING

SUBJECT: DISTRICT IMPLEMENTATION OF SERVICE CHARGES

PREPARED BY: Adam Brown, Operations Manager

APPROVED BY: Nicholas Schneider, General Manager

BACKGROUND

The District provides treated and raw water services to the communities of the Georgetown Divide through 200 miles of treated water distribution water mains, 70 miles of raw water conveyance system, three major storage facilities, and two water treatment plants. The District infrastructure provides service to approximately 4,000 treated water connections and 500 raw water connections.

DISCUSSION

The most recent Water Rate Study completed November 12, 2017, established rates based on the cost to provide services, in addition to operations, repairs, interest, loan principal, and all other costs related to the collection, treatment, and distribution, now and in the foreseeable future. The established rates do not account for costs associated with specific customer requests.

A typical customer request can include, but is not limited to:

- Leak;
- Automated meter download;
- Requested service shut off;
- Escrow read; and
- Break.

Often requests are not associated with a customer service (i.e. District infrastructure); however, some requests are to provide customer service outside the normal cost of service.

With each District operator response to a customer service request, there is an associated cost.

This item was brought before the Board of Directors in February 2023; however, at that time more information was requested prior to a decision. In late 2022, the District implemented an asset management/job tracking system to, in part, track costs associated with customer service requests. In 2023, the District responded to 963 customer requests, of which 285 resulted in work outside of normal cost of service summarized below:

- Turn off/on service (52 activities at an average cost of \$60).
- Escrow read (139 activities at an average cost of \$52); and
- 90-day meter data download log (94 activities at an average cost of \$59).

Based on activities completed in 2023 the average cost to the District during normal business hours is \$57. After-hours service call would be \$86. To capture District cost outside of a normal cost of service request it is proposed the aforementioned charges be applied to turn on/off and escrow read service. It is not proposed meter data log downloads apply to the service charge.

For comparison purposes:

- El Dorado Irrigation District service call - \$130; (additional \$45 for after hours).
- Grizzly Flats Community Services District - \$75 per hour, (After hours \$150, 4-hour minimum); and
- Nevada Irrigation District - \$119, (\$246 for after-hours)

FISCAL IMPACT

Staff estimates approximately \$10,000 in annual revenue from customer requests outside of normal cost of service. Revenue would be applied to the Water Fund (100) to cover operating expenses such as vehicle maintenance.

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the Board of Directors evaluate and adopt the fees in order to account for costs outside of the normal cost of service. Resolution 2024-XX is included as **Attachment 1**.

ATTACHMENTS

Attachment 1 – Resolution 2024-XX

RESOLUTION NO. 2024-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT FIRST HEARING OF THE
PROPOSED IMPLEMENTATION OF SERVICE CHARGES

WHEREAS, the Georgetown Divide Public Utility District (District) provides services in addition to operations, repairs, treatment, and distribution via customer requests; and

WHEREAS, often customer requests are not associated with customer service. District operator response to customer requests carries associated costs; and

WHEREAS, In 2023, the District responded to 963 customer requests, of which 285 resulted in work outside of the normal cost of service, these services included service activation/deactivation, escrow reads, and 90-day meter data download logs; and

WHEREAS, Based on activities completed in 2023 the average cost to the District during normal business hours was \$57. After-hours service calls were estimated at \$86.; and

WHEREAS, based upon associated costs during 2023 the proposed fees are \$57 during normal business hours and \$86 for after-hours service request calls; and

WHEREAS, staff estimates that implementation of the proposed fees would produce approximately \$10,000 in revenue from customer requests outside the normal cost of service; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT Georgetown Divide Public Utility District presented the proposed fee schedule for customer requests outside the normal scope of normal cost of service in a first reading and public hearing.

Presented by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 7th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Mitch MacDonald, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Nicholas Schneider, 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 2024-XX 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 7th day of March 2024.

Nicholas Schneider, Clerk, and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT