

Sacramento Municipal Utility District

and

IBEW, Local Union 1245

MEMORANDUM

OF

UNDERSTANDING

2007–2012

PREAMBLE	3
ARTICLE 1	DEFFINITIONS	4
ARTICLE 2	UNION SECURITY	7
ARTICLE 3	WAGES AND CLASSIFICATION	9
ARTICLE 4	WAGE PREMIUMS	15
ARTICLE 5	BASIC AND ALTERNATIVE WORK SCHEDULES	19
ARTICLE 6	ON-CALL PAY.....	26
ARTICLE 7	OVERTIME.....	33
ARTICLE 8	EMERGENCY DUTY	41
ARTICLE 9	OVERTIME MEALS	44
ARTICLE 10	PERSONAL LEAVE.....	51
ARTICLE 11	HOLIDAYS	55
ARTICLE 12	SICK LEAVE	58
ARTICLE 13	LEAVES OF ABSENCE.....	60
ARTICLE 14	EXPENSES.....	68
ARTICLE 15	GRIEVANCES	78
ARTICLE 16	DISCIPLINE.....	82
ARTICLE 17	PERSONNEL FILES.....	83
ARTICLE 18	PERFORMANCE EVALUATIONS.....	84
ARTICLE 19	PROMOTIONS	85
ARTICLE 20	TRANSFERS.....	87
ARTICLE 21	AUTOMATIC RESIGNATION	89
ARTICLE 22	LAYOFF PROCEDURE.....	90
ARTICLE 23	SUBSTANCE ABUSE PROGRAM.....	92
ARTICLE 24	DOT DRUG AND ALCOHOL.....	93
ARTICLE 25	PERSONAL APPEARANCE	94
ARTICLE 26	EMPLOYMENT OF RELATIVES.....	95
ARTICLE 27	OUTSIDE EMPLOYMENT	96
ARTICLE 28	EDUCATIONAL ASSISTANCE	97
ARTICLE 29	INCLEMENT WEATHER.....	98
ARTICLE 30	BENEFITS.....	99
ARTICLE 31	MISCELLANEOUS	107
APPENDIX A	WAGE RATES.....	114
APPENDIX B	CLASSIFICATIONS REQUIRING COMMERCIAL LICENSES.....	115
APPENDIX C	WORK AREA THRESHOLD LEVELS.....	116

APPENDIX D	POSITIVE DISCIPLINE.....	117
APPENDIX E	SUBSTANCE ABUSE TESTING AND REHABILITATION PROGRAM IBEW	126
APPENDIX F	SUBSTANCE ABUSE TESTING AND REHABILITATION PROGRAM GAS PIPELINE DIVISION – IBEW AND PAS.....	153
APPENDIX G	SUPPLEMENTAL LETTERS OF AGREEMENT	179
INDEX	180

PREAMBLE

Pursuant to the requirements of Government Code Section 3500, et seq, representatives of the Sacramento Municipal Utility District, hereinafter referred to as "the District", and the International Brotherhood of Electrical Workers Local Union 1245, hereinafter referred to as "the Union", have met and conferred in good faith with the purpose of promoting harmonious labor relations and establishing and maintaining appropriate wages, hours, and other terms and conditions of employment. The District recognizes the Union as the representative of all employees of the District commonly referred to as "Hourly-Rated" employees, as defined in Board Resolution Number 6441. The provisions of this Agreement hereinafter set forth shall apply to those employees of the District for whom the Union is the established representative.

ARTICLE 1

DEFINITIONS

1. INTRODUCTION

The following terms are defined here for use throughout this Agreement.

2. HEADQUARTERS DEFINITIONS

The following reporting "To and From" work locations are headquarters: Sacramento (which includes 59th Street, Customer Service Center, and Headquarters Campus), McClellan, Elk Grove Yard, Rancho Seco and Fresh Pond.

3. EMPLOYEE DEFINITIONS

A. Regular Employee

- 1) The term "regular employee" includes:
 - a) Permanent, full-time civil service employees.
 - b) The General Manager and full-time non-civil service employees appointed by the Board of Directors.
 - c) Non-civil service employees appointed to permanent positions with the expectation they will qualify and receive civil service appointments to their positions.
 - d) Permanent, part-time employees who are hired to work at least 20 hours per week on a fixed schedule.
 - e) Full-time Limited Term or Temporary Construction employees (reference Public Utility Code Section 12055) hired for more than 6 consecutive months.
- 2) The term "regular employee" excludes:
 - a) Limited Term or Temporary Construction employees (reference Public Utility Code Section 12055) hired to work less than 20 hours per week.
 - b) Employees who are on-call or work on an as-needed basis.
 - c) Employees who are on an unpaid leave of absence.
 - d) Full-time Limited Term or Temporary Construction employees (reference Public Utility Code Section 12055) hired for 6 months or less.

Employee Definitions (Cont.)

B. **Relief Shift Employee**

The employee performs the duties of emergency relief and must be available for working revolving shifts on any day of the week. The employee can be assigned for the relief of any shift without advance notice.

C. **Rotating Shift Employee**

The employee's regular work schedule requires them to rotate between two or more shifts. This includes, but is not limited to, Rancho Seco operating division employees and Troubleshooters (not resident Troubleshooters).

D. **Service Employee**

Employees are assigned to perform work that is directly related to providing utility service, including work on the electric facilities. Service employees include Revenue Protection Representatives, Troubleshooters, etc.

E. **Shift Employee**

The employee's regular work schedule is the second or third shift.

F. **Special Shift Employee**

The employee is permitted to eat their meal on District time during their regularly scheduled work hours.

4. **OVERTIME DEFINITIONS**

A. **Change In Shift**

The employee is permanently or temporarily transferred to a new work schedule or shift **that will last one workweek or more.**

B. **Early Call-In**

The employee is called to work early, and works into their regular work hours.

C. **Emergency Call-Out**

The employee is called to work on their regular workday to perform emergency work that does not extend into their regular work hours, **OR** the employee is called to perform emergency work on their day off.

D. **Emergency Work**

Overtime work which has not been prearranged.

E. **Extended Work Schedule**

The employee is required to work beyond their regular work hours.

Overtime Definitions (Cont.)

F. **Prearranged Overtime**

The employee is notified before leaving work on a regular workday to work overtime, and they are given at least 12 hours off before the reporting time.

5. **SHIFT DEFINITIONS**

A. **First Shift**

Work periods regularly scheduled to begin between the hours of 4:00 a.m. and 11:55 a.m.

B. **Second Shift**

Work periods regularly scheduled to begin between the hours of 12:00 noon and 7:55 p.m.

C. **Third Shift**

Work periods regularly scheduled to begin between the hours of 8:00 p.m. and 3:55 a.m.

ARTICLE 2

UNION SECURITY

1. **INTRODUCTION**

The following Agency Shop provisions shall apply to all employees represented by the Union.

2. **DUES/FEES**

- A. Any employee of the District in a classification represented by the Union who is not on leave of absence shall, as a condition of continued employment and within ninety days of his/her date of hire, become a member of the Union, or pay the Union a service fee in an amount not to exceed periodic dues and general assessments of the Union. Such amounts shall be determined by the Union and implemented by the District in the first payroll period which starts 30 days after written notice of the new amount is received by the District.
- B. Any employee of the District in a classification represented by the Union who, on December 31, 1990, was an employee and was not a member of the Union on December 31, 1990, and who remains an employee continuously after December 31, 1990, is exempt from the provisions of this Article unless he or she elects to become a member of the Union or pay the service fee stipulated above.
- C. PAS or OSE-represented employees who permanently fill an IBEW-represented position after January 1, 1991, are subject to the agency shop/conscientious objector fee provisions whether or not they had been District employees prior to January 1, 1991.
- D. Part-time, on-call employees are not required to join the Union or pay a representation fee.

3. **RELIGIOUS OBJECTIONS**

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, which has been selected by the employee from the following: the United Way, the Heart Fund, or the Lung Association.

Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union and as a condition of continued employment.

4. **UNION RESPONSIBILITIES**

- A. The Union shall keep an adequate itemized record of its financial transactions and shall, by April 1 of each year, make available to the District, and to all bargaining unit employees, a detailed written financial report for the fiscal year ending the preceding December 31, in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

Union Responsibilities (Cont.)

- B. The Union certifies to the District that it has adopted, implemented, and will maintain procedures in accordance with applicable statutes, any decisions by a court of competent jurisdiction, and any other applicable legal authority.
- C. Hold Harmless: The Union agrees to indemnify and hold the District harmless against any and all liability including but not limited to such items as wages, damages, awards, fines, court costs, and attorney fees which may arise by reason of the result of the operation of this Article.

5. **CHANGE OF LAW**

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Article is rendered unlawful by any published appellate court decision, the parties hereto shall meet-and-confer within thirty (30) days to negotiate a substitute provision which conforms to said law or court decision.

6. **DISCIPLINE PROCEDURE**

No employee shall be terminated under this Article unless:

- A. The Union first has notified the employee by letter, explaining that he/she is delinquent in tendering the required service fee, or payment in lieu of service fee pursuant to subsections 2 and 3 above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the District for termination as provided in this Article; and
- B. The Union has furnished the District with written proof that the procedure of subsection 6.A, above has been followed, or has supplied the District with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must further provide, when requesting the District to terminate the employee, the following written notice:

"The Union certifies that _____ (Employee's Name) _____ has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the District shall terminate the employee."

ARTICLE 3

WAGES AND CLASSIFICATION

1. **PAYDAY**

Pay periods cover 2 weeks. They begin at 12:01 a.m. Saturday and end at midnight Friday. Employees will be paid on the Friday following the end of the pay period. Area personnel normally distribute paychecks the preceding day. If the distribution date (Thursday) is a holiday, employees' checks will be distributed on Wednesday, and dated Friday. If the payday (Friday) is a holiday, employees' checks will be dated and distributed on Thursday.

2. **ENTRY RATES - NEW EMPLOYEES**

New employees normally receive the first step or entry rate for their classification. If an employee has exceptional qualifications, they may be considered for a starting rate above the first step. Approval of the Department Manager, with the advice and concurrence of the Manager, Human Resources, is required.

Consideration in starting employees above the entry level will include:

- A. Quality and quantity of their experience relevant to the classification.
- B. Salary level and qualification of other SMUD employees in the same classification.
- C. The employee's salary demands (considering pay, benefits, and future adjustments).
- D. The availability of other qualified applicants.

3. **WAGE SCHEDULE PROGRESSION**

- A. When pay ranges are designated, movement to the next higher step is based on specified time in grade and satisfactory performance.
- B. Apprentices must demonstrate progressive skill and achievement toward journey-level proficiency before advancement to the next step in an apprentice range.

4. **MERIT INCREASES**

Employees in a classification with an established pay range are eligible for merit increases at 6-month intervals until they reach the top of the range. Merit increases are granted for satisfactory performance.

A. **Eligibility**

- 1) Full-time employees in a classification with a wage range are considered for a merit increase at 6-month intervals.
- 2) Part-time employees are considered for a merit increase when they have worked the equivalent number of hours (1,044 hours) needed for a full-time employee to be eligible for a merit increase.

Merit Increases (Cont.)

- 3) Probationary Period -- Absences during the probationary period may extend the merit increase eligibility date. Probationary periods interrupted by absences exceeding 10 consecutive working days may be extended by 10 working days for each 10 days of absence. Time off charged to jury duty, holidays or military leave of less than four weeks will not be considered as absences when computing probationary period extensions.
- 4) Leave Without Pay -- When employees are absent without pay (except military service) for more than 90 calendar days, the absence may result in merit increase eligibility dates being adjusted to reflect the time absent

B. Temporary Appointments

Temporary appointments to a higher classification may affect merit increase eligibility.

- 1) When employees are temporarily appointed to a higher or different classification, they retain eligibility for merit increases in their original classification.
- 2) When employees are on a timecard upgrade, they do not accrue time toward a merit increase in the higher classification.
- 3) When temporarily appointed to a higher classification by an ESN, the employee will not accrue time for merit increase in the higher classification unless appointed for more than 6 consecutive months.

C. Effective Date

Merit increases are effective on the first day of the pay period closest to the date of the original appointment, promotion, or transfer to a different classification.

The new supervisor shall determine merit increase dates for employees who retain their same classification, but are permanently transferred to another work area.

D. Granting Merit Increases

- 1) The normal merit increase is one step for satisfactory performance. Merit increases of 2 or more steps (specials) may be given for exceptional performance.
- 2) Justification for granting or withholding a merit increase must accompany the authorizing Merit Salary Review.

E. Withholding Merit Increases

- 1) A merit increase may be withheld. A factual statement is required to document unsatisfactory progress or performance. It must be discussed with the employee at least 5 days prior to the effective date of the merit increase.
- 2) The decision to withhold a merit increase is subject to appeal in the same manner as other grievances.

Merit Increases (Cont.)

F. **Reinstating Withheld Merit Increases**

- 1) A withheld merit increase may be reinstated after the employee has corrected the deficiencies.
- 2) A withheld merit increase normally will not be considered for reinstatement for at least 6 months.
- 3) When a withheld merit increase is reinstated, the date of reinstatement establishes the next merit increase eligibility date.

5. **TEMPORARY UPGRADES**

A. **Pay Rates**

If employees are temporarily assigned to work in a higher classification, they are paid at the higher rate for the time worked.

If the ranges overlap, employees will be paid the rate that is a minimum of 5% above their current rate. If the ranges do not overlap, employees will be paid the entry rate of that class.

B. **Minimum Time Worked**

The daily accumulated time at the higher classification must equal 2 hours or more. (Time may be accumulated in increments of not less than 1/2 hour.)

C. **When an ESN is Required**

Assignments to higher classifications for a period in excess of 15 working days require an approved ESN.

D. **Certification Requirements for Upgrade**

Employees may not be upgraded to a journey-level classification in which a District apprenticeship is a prerequisite unless they have been certified by their department manager as having comparable training and experience. The Manager, Human Resources, will review the certification.

E. **Temporary Vacancies**

- 1) Temporary vacancies may be filled by a temporary upgrade. An individual from the work area will be upgraded if the individual and at least 2 other people within the work area are on a current eligibility list. This may be done without certification. If less than 3 people from the work area are on the list, or if no eligible list exists, the vacancy may be filled from any source available. Temporary upgrades will not be made for more than 12 consecutive months.
- 2) The District agrees to upgrade a journey-level to subforeman-woman if he/she is asked to supervise another journey-level or someone in a lower classification for more than 2 hours. (Not applicable for journey-level helper and trainer-trainee situations.)

Temporary Upgrades (Cont.)

- 3) Employees promoted or transferred temporarily to PAS or OSE-represented classifications will retain the benefits and working conditions of hourly-rated employees.

6. **WAGE RATE - ASSIGNED LOWER CLASSIFICATION**

When a position is reclassified to a lower pay rate, the incumbent shall be entitled to transfer to a vacant position in the same or a comparable class for which they are qualified. If the incumbent elects to remain in the reclassified position, the employee's salary will be protected for 2 years. An employee remaining in a reclassified position shall not be required to serve a probationary period.

7. **APPRENTICE WAGE RATES**

When employees voluntarily move into an apprenticeship program or other similar training program, their starting salary in the new classification is individually determined. The employee's specific salary step is determined by the department manager with the review of the Manager, Human Resources, after considering the following:

- A. The value of the employee's experience as it relates to the minimum and desirable qualifications of the new position.
- B. The experience and pay steps of other employees in the new classification.

"Effective the pay period that includes 1/1/07, the District shall establish new pay scales for apprenticeships such that:

1. The starting Wage Rate is equal to 65% of the Journey Level Wage Rate for the Classification, and
2. The Top Step Wage Rate is equal to 95% of the Journey Level Wage Rate for the Classification
3. Wage Rates for interim steps shall be set based on the number of steps established for the apprentice classification."

8. **PAYMENT FOR TIME NOT WORKED**

Payment for time not worked (i.e., personal leave, jury duty, sick leave, military leave, etc.) is made at the employee's regular rate of pay unless they are temporarily promoted by ESN. The fact that the employee was receiving a shift differential, or had been temporarily upgraded before and/or after paid leave time, is not relevant.

9. **WAGES**

A. **2007**

Effective the pay period that includes January 1, 2007, the District shall provide a wage increase of 4.75 percent for all IBEW-represented classifications. In addition, in the event the annual percentage increase in the Consumer Price Index for Urban Wage Earners and

Wages (Cont.)

Clerical Workers (1982 – 1984 = 100) – US City Average from July 2005 to July 2006 exceeds 4.75 percent, the District shall increase the wage adjustment by each percentage point or fraction thereof above 4.75 percent to a maximum total increase of 6.75 percent. If the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average exceeds 6.75 percent, either the District or the Union may request to reopen negotiations on wages only.

B. 2008

Effective the pay period that includes January 1, 2008, the District shall provide a wage increase of 4.75 percent for all IBEW-represented classifications. In addition, in the event the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average from July 2006 to July 2007 exceeds 4.75 percent, the District shall increase the wage adjustment by each percentage point or fraction thereof above 4.75 percent to a maximum total increase of 6.75 percent. If the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average exceeds 6.75 percent, either the District or the Union may request to reopen negotiations on wages only.

C. 2009

Effective the pay period that includes January 1, 2009, the District shall provide a wage increase of 4.75 percent for all classifications. In addition, in the event the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average from July 2007 to July 2008 exceeds 4.75 percent, the District shall increase the wage adjustment by each percentage point or fraction thereof above 4.75 percent to a maximum total increase of 6.75 percent. If the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average exceeds 6.75 percent, either the District or the Union may request to reopen negotiations on wages only.

D. 2010

Effective the pay period that includes January 1, 2010, the District shall provide a wage increase of 3.75 percent for all IBEW-represented classifications. In addition, in the event the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average from July 2008 to July 2009 exceeds 3.75 percent, the District shall increase the wage adjustment by each percentage point or fraction thereof above 3.75 percent to a maximum total increase of 6.75 percent. If the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average exceeds 6.75 percent, either the District or the Union may request to reopen negotiations on wages only.

Wages (Cont.)

E. 2011

Effective the pay period that includes January 1, 2011, the District shall provide a wage increase of 3.75 percent for all IBEW-represented classifications. In addition, in the event the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average from 2009 to July 2010 exceeds 3.75 percent, the District shall increase the wage adjustment by each percentage point or fraction thereof above 3.75 percent to a maximum total increase of 6.75 percent. If the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average exceeds 6.75 percent, either the District or the Union may request to reopen negotiations on wages only.

F. 2012

Effective the pay period that includes January 1, 2012, the District shall provide a wage increase of 3.75 percent for all IBEW-represented classifications. In addition, in the event the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average from July 2010 to July 2011 exceeds 3.75 percent, the District shall increase the wage adjustment by each percentage point or fraction thereof above 3.75 percent to a maximum total increase of 6.75 percent. If the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average exceeds 6.75 percent, either the District or the Union may request to reopen negotiations on wages only.

ARTICLE 4

WAGE PREMIUMS

1. **INTRODUCTION**

The District pays wage premiums for commercial driver's license, shift differential, asbestos certification, lead certification, and work at Rancho Seco.

2. **SHIFT DIFFERENTIAL**

A. **Shift Differential Eligibility**

Shift premiums are not paid to part-time employees. Shift premiums are paid to full-time employees per the following:

1) **First Shift**

This shift does not carry a shift differential.

2) **Second Shift**

This shift carries a differential of **6** percent of the Journey Electrician wage.

3) **Third Shift**

This shift carries a differential of **8** percent of the Journey Electrician wage.

4) **12-Hour Shift**

No shift premium is paid for the 12-hour day shift. The night shift premium for employees on the 12-hour rotating shift schedule is the third shift differential.

B. **Shift Differential Pay**

- 1) Any shift differential payable for an employee's regularly scheduled hours of work is also paid for any time worked immediately before or following their regular hours of work.

Example: An employee's regularly scheduled work hours are 3:30 p.m. to 11:30 p.m. They are asked to work from 3:30 p.m. to 1:30 a.m. on a certain day. They are paid the second-shift differential for the entire work period.

- 2) When employees are required to work a shift that does not start just before or after their own regularly scheduled shift, they are paid the shift differential applicable to the shift in progress at the start of such work.

Example: An employee's regularly scheduled work hours are 3:30 p.m. to 11:30 p.m. With 24 hours notice they are asked to change shifts for five days or more to the established 1:00 a.m. to 9:00 a.m. shift. They are paid the third shift differential for the entire work period.

Shift Differential (Cont.)

C. Overtime Rate

The appropriate overtime rate is applied to the shift differential when working overtime on the second or third shift.

D. Non-Work Time

- 1) Shift differentials are paid only for hours actually worked. They are not paid for non-work time such as holidays, sick leave, personal leave, etc.
- 2) Shift employees working on a non-workday (a day not scheduled as a workday) receive a shift differential only when working a full, regularly established shift. Working any other 8-hour period on a non-workday does not qualify for the shift differential.

Example 1: An employee is a shift employee regularly scheduled to work from Monday through Friday. They are asked to work on a Saturday from 4:30 p.m. to 12:30 a.m. which is not a regularly established shift. The time worked would not qualify for a shift differential.

Example 2: An employee is a shift employee regularly scheduled to work from Monday through Friday. They are asked to work Saturday on a regularly established shift (4:00 p.m. to 12 p.m.). The time worked would qualify for a shift differential.

3. COMMERCIAL (CLASS A OR B) DRIVER'S LICENSE

- A. The provisions of this section do not apply to employees whose job classifications require them to possess a Commercial Driver's License as a condition of employment. (See Appendix B for job classification applicability)
- B. Employees within designated classes who possess a valid Commercial license in order to meet threshold requirements shall be placed on a pay range which is \$0.35/hour* higher than the regular straight time hourly rate of pay for their classification as full consideration for such licensure and willingness to operate District vehicles requiring this license. Employees who are required to obtain a "Hazmat" endorsement shall be placed on a pay range which is \$0.40/hour* higher than the regular straight time hourly rate of pay for their classification as full consideration for such licensure and willingness to operate District vehicles requiring this license and endorsement. (* - The \$0.35/hr and \$0.40/hr are based on the 1999-2000 rate of pay, and will increase in future years with COLA adjustments)
- C. Area Heads, Managers or Supervisors will meet with representatives of the Union to develop a minimum threshold for each work area. Thresholds will be based on operational need and not just preference.
- D. Work area threshold levels as determined are added to this agreement as Appendix C.

Commercial (Class A or B) Driver's License (Cont.)

- E. The District prefers to meet its need for drivers with a Commercial license on a voluntary basis. However, should the number of valid Commercial Driver's licenses fall below the threshold established for a work area, additional volunteers will be solicited among the work group. If sufficient volunteers are still not obtained, the District may require the least senior person in the class series at the work area to obtain and maintain a valid Commercial license (and endorsements where appropriate).
- F. Any employee who becomes ineligible for the Commercial license must immediately notify their supervisor in writing. The Commercial license wage premium will be suspended until proof of renewed eligibility is provided. The employee who becomes ineligible for the Commercial license will (where possible) be reassigned duties within the same classification, not requiring a Commercial license.
- G. Subject to the provisions of Section E above, any employee who desires to surrender their Commercial license voluntarily may do so provided they give the District at least 30 days written notice.
- H. It is the intention of the District and the Union to work together to resolve any unforeseen problems that may be encountered.

4. **NUCLEAR PREMIUM**

Full-time permanent employees will be paid the nuclear premium of 5% if they are assigned to work at Rancho Seco for 12 consecutive months or more. If employees are assigned to Rancho Seco, they will not receive the nuclear premium if transferred to another work location for more than one month. This rate shall also be paid for all overtime hours worked at the applicable overtime rate.

5. **FINANCIAL AND SAFETY BONUSES**

When the District institutes a periodic financial and safety bonus program, it determines the bonus amounts and the District goals that must be achieved to trigger the bonus.

Employees will be eligible to participate in the financial bonus if they have been on active status for at least 50% of the period covered by the particular program.

Employees will be eligible for the safety bonus when the District attains its safety goals if the employee meets the following requirements:

- A. The employee has not incurred a Lost Time Accident during the covered period.
- B. The employee has not incurred a Preventable Vehicle Accident during the covered period.
- C. The employee has been on active status for at least 50% of the covered period.

6. **CERTIFIED ASBESTOS WORKERS**

- A. Employees required by the District to be certified Asbestos Workers through District provided (or authorized) training programs will receive a lump sum payment of \$150 upon successful completion of the training and certification and a wage premium of \$0.60 per hour for the hours worked on permitted asbestos abatement or removal jobs.
- B. Employees by the District to attend District-provided (or authorized) initial 16-hour Asbestos Operations and Maintenance training and required annual follow-up training will receive a lump sum payment of \$150 upon successful completion of the training, and a wage premium of \$0.30 per hour for the hours worked on permitted asbestos abatement or removal jobs.

ARTICLE 5

BASIC AND ALTERNATIVE WORK SCHEDULES

1. **INTRODUCTION**

The normal workweek for full-time employees is 40 hours. Part-time employees normally work less than 40 hours per week on a regular or services-as-needed schedule.

2. **BASIC WORK SCHEDULES**

A. **Normal Work Schedule**

Employees' normal work schedule is an 8-hour workday, Monday through Friday, with a scheduled lunch period approximately midway through the regular workday.

B. **Established Work Schedule**

An employee's established work schedule is consistent with the normal operation of their division or department. An employee's schedule may be changed to:

- 1) Provide better service to customers or other work units.
- 2) Stagger working hours to alleviate traffic congestion.
- 3) Reflect seasonal changes in daylight hours or temperature conditions.
- 4) Provide extended coverage for maintenance, testing, and operating activities.
- 5) Reflect the desires of employees in a work unit (with supervisory approval).

Established work schedules will not be changed arbitrarily.

C. **Special Work Schedules**

Special work schedules are different from the normal work schedules. They include, but are not limited to, the following:

- 1) Tuesday through Saturday schedules (may be assigned to employees in rotation).
- 2) Schedules that require working one-half day on Saturday with an equivalent number of hours off during the same week.
- 3) Schedules of special shift employees to maintain a watch. This includes such employees as Power System Operators, Distribution System Operators, Troubleshooters and Control Room Operators.

Other special schedules may be established when employees are assigned work which cannot be performed with a normal work schedule.

Basic Work Schedules (Cont.)

D. Emergency Relief Schedule

If an employee is classified to perform the duties of emergency relief as Power System Operator, Distribution System Operator, Extra/Relief Troubleshooter, Control Room Operator or other similar position, or if they are assigned as a relief operator, they will be available for duty in revolving shifts on any day of the week. They can be assigned for the relief of any shift without advance notice.

E. Change In Schedule

Hours of work may be changed by mutual agreement of the District and the particular employees involved. When done for the convenience of the employees, overtime policies would not apply.

Nothing in District policy prohibits an employee from being assigned to work outside of their work schedule or from being transferred from one schedule to another, provided they are paid in accordance with the District's applicable overtime policies.

3. ALTERNATIVE WORK SCHEDULES

A. 9/80 Shift

1) Work Schedule

The bi-weekly work schedule will consist of 8 days at 9 hours per day and one day at 8 hours per day, and will be paid at the straight-time rate.

Normal "off days" under the 9/80 schedule will be either Monday or Friday. A workweek that allows the day off to fall on a day other than a Monday or Friday may be arranged as an exception with the concurrence of the employee, the Union and the Department Manager.

Employee requests for changes from one work schedule or pattern to another must be approved by the appropriate Department Manager, and can only be done during the semi-annual open enrollment period (either in the month of February to be effective the first pay period in April, or in July to be effective the first pay period in September). Open enrollment months may only be changed by mutual agreement between the Union and the District. Where special circumstances warrant an exception, an employee's schedule may be changed outside of the open enrollment period with the approval of the Department Manager.

Shift changes are to be minimized. Shift changes for less than full workweeks are not considered an official change in shift, and the provisions of this Article regarding shift changes will apply.

a) Distribution Services and General Services

Any weekday will be considered the employee's normal shift day (i.e. 9 or 10 hour). Saturday and Sunday will be considered an 8 hour shift day.

Alternative Work Schedules (Cont.)

2) **Lunch Period**

A minimum one-half hour unpaid lunch period will be scheduled approximately midway through the workday.

3) **Participation**

a) Eligibility for participation will be determined by the appropriate Department Manager based on the operational requirements of the department.

b) Participation in the 9/80 work schedule is voluntary.

4) **Continuation of 9/80 Schedule**

The 9/80 Schedule will only be continued with mutual agreement between the District and the Union. The 9/80 Schedule may be discontinued upon the request of either the District or the Union. After an official request has been made in writing to discontinue the 9/80 Schedule, a 30-day cooling-off period will be observed prior to the actual termination date of the schedule. It is the intention of the District and the Union to work together to resolve any unforeseen problems that may arise in administering the 9/80 Schedule. It is recognized that some departments have established unique guidelines for policy interpretation in crew situations. These guidelines must be reviewed and modified as appropriate jointly by the Union and Department Manager.

B. **4/10 Shift**

1) **Scheduled Workweek**

The workweek will consist of 4 days at 10 hours per day and will be paid at the straight-time rate.

The normal workweek will be Monday through Thursday, or Tuesday through Friday, with either Mondays or Fridays as the off day. A workweek that allows the day off to fall on a day other than Monday or Friday may be arranged as an exception with the concurrence of the employee, the Union and the Department Manager.

Employee requests for changes from one work schedule or pattern to another must be approved by the appropriate Department Manager, and can only be done during the semi-annual open enrollment period (either in the month of February to be effective the first pay period in April, or in July to be effective the first pay period in September). Open enrollment months may only be changed by mutual agreement between the Union and the District. Where special circumstances warrant an exception, an employee's schedule may be changed outside of the open enrollment period with the approval of the Department Manager.

Shift changes are to be minimized. Shift changes for less than full workweeks are not considered an official change in shift, and the provisions of this Article regarding shift changes will apply.

Alternative Work Schedules (Cont.)

a) Distribution Services and General Services

Any weekday will be considered the employee's normal shift day (i.e. 9 or 10 hour). Saturday and Sunday will be considered an 8 hour shift day.

2) **Lunch Period**

A minimum one-half hour unpaid lunch period will be scheduled approximately midway through the workday.

3) **Participation**

a) Eligibility for participation will be determined by the appropriate Department Manager based on the operational requirements of the department.

b) Participation in the 4/10 work schedule is voluntary.

4) **Continuation of 4/10 Schedule**

The 4/10 Schedule will only be continued with mutual agreement between the District and the Union. The 4/10 Schedule may be discontinued upon the request of either the District or the Union. After an official request has been made in writing to discontinue the 4/10 Schedule, a 30-day cooling-off period will be observed prior to the actual termination date of the schedule. It is the intention of the District and the Union to work together to resolve any unforeseen problems that may arise in administering the 4/10 Schedule. It is recognized that some departments have established unique guidelines for policy interpretation in crew situations. These guidelines must be reviewed and modified as appropriate jointly by the Union and Department Manager.

C. **12-Hour Shift**

- 1) Each group that has rotating 12-hour shift requirements will prepare and post in the work area an annual shift schedule. This schedule will be posted prior to January first of each year.
- 2) Shift schedules shall be designed such that no employee shall be regularly required to work more than 5 consecutive 12-hour days during any one workweek. When business circumstances dictate the need for additional consecutive days, the District will ask for volunteers prior to making the additional days mandatory.
- 3) "Workweek" shall be defined as a 7 consecutive day period as established by the meet and confer process.
- 4) During an outage, overhaul or when scheduled for training, an employee may be temporarily assigned to another schedule (e.g., 4/10, 9/80, 5/40) to meet that business requirement.

Alternative Work Schedules (Cont.)

5) Personnel on 12-hour shifts and relief shifts will not observe a lunch period, but will eat their meal on District time.

a) Training shifts will observe a one-half hour unpaid lunch period.

6) **Shift Changes**

Shift changes are to be minimized. Shift changes for less than full workweeks are not considered an official change in shift, and the provisions of this Article regarding shift changes will apply.

7) **Benefits**

All benefits that are currently based on an employee's base rate of pay will continue to be based on a 40-hour workweek rate. Benefits that are currently based on an employee's actual earnings will be so determined.

8) **Relief Crew**

If scheduled to work as part of a relief crew, employees will be guaranteed 40 hours pay for that workweek.

Employees on the relief crew will be given a minimum of 12 hours off between shifts. If employees do not receive 12 hours off between shifts, they will be paid the applicable overtime pay rate for those hours worked that encroach upon the 12-hour shift requirements.

9) **Continuation of the 12-Hour Shift**

The 12-hour shift schedule will be reviewed on a regular basis. Either the District or the Union may request to return to an 8-hour shift schedule at any individual location or all work locations by giving 60 days written notice should, in the opinion of either party, the 12-hour shift program adversely affect the operation of the District or the employees. It is the intention of the District and the Union to work together to resolve any difficulties or problems that may be encountered on the 12-hour shift rotation.

4. **CHANGE IN SHIFT**

Work schedules and shifts may be changed based on District requirements. An official change in shift occurs if employees are permanently or temporarily transferred to a new work schedule or shift for one workweek or more.

A change in shift does not occur if an employee's work hours are extended by an early call in, or they are asked to work beyond their regular work hours.

A change in shift does not occur if an employee's work hours are changed at the employee's request or for the employee's convenience.

Change In Shift (Cont.)

A. Shift Change For One Workweek Or More

- 1) If employees are transferred to a new work schedule or shift for one workweek or more, they will:
 - a) Be given at least 24 hours notice in advance of the new starting time, and
 - b) Have a minimum of 12 hours off between shifts, and
 - c) Be required to work no more than 40 hours at the straight-time rate of pay during any workweek.
- 2) If employees do not receive 24 hours notice or 12 hours off between shifts, they will receive the applicable overtime pay rate for those hours worked which encroach upon the 24-hour notice or the 12-hour shift requirements, whichever is greater.
- 3) Normal overtime, overtime meals, travel time, and rest period provisions will apply to the employee's newly scheduled shift as if it was their regular working hours.

B. Shift Change For Less Than One Workweek

Shift changes for less than full workweeks are not considered an official change in shift. Employees will be compensated at the applicable overtime rate for all hours worked outside their regular work hours.

5. RETURN TO REGULAR WORK SCHEDULE

When employees return to their regularly scheduled work hours, they will be compensated at their straight-time rate of pay for work performed during their regular work hours. Employees will also have a minimum of 12 hours off between shifts.

If employees do not receive 12 hours off between shifts, they will be paid the applicable overtime pay rate for those hours worked that encroach upon the 12-hour shift requirements.

6. LUNCH PERIODS

A. Regular Lunch Period

Unless employees are special shift employees, they have a scheduled lunch period approximately midway through their established work schedule.

Special shift employees are permitted to eat their meal on District time during regularly scheduled work hours.

B. Change In Lunch Period

- 1) An employee's regular lunch period may be advanced or delayed one hour or less, without the payment of overtime, for any of the following reasons:

Lunch Periods (Cont.)

- a) When work on facilities serving a customer can most conveniently be performed during the customer's lunch period.
 - b) When work must be performed because of an interruption of utility service or other emergency.
 - c) When work must be performed to eliminate a hazard to life or property.
 - d) When the foreman/woman and the employees involved mutually establish a different lunch period or agree to a temporary change in the regular lunch period.
- 2) If an employee's lunch period is advanced or delayed more than one hour due to any of the first 3 reasons above, they will be paid at the applicable overtime rate for the time worked during their normal lunch period. The employee will be provided reasonable time to eat their lunch on District time.

ARTICLE 6

ON-CALL PAY

1. **INTRODUCTION**

Employees in classifications addressed in this article are required to be on-call for emergency response. Employees in classifications not addressed in this article are not required to be on-call.

2. **GENERAL ON-CALL PROVISIONS**

The following provisions are applicable to all classifications that are required to be on-call. Classification specific provisions are addressed in separate sections.

- A. Normally on-call will span a period of 7 consecutive days.
- B. The appropriate supervisor is responsible for calling employees.
- C. Employees will be allowed to trade assignments at any time up until the on-call period has begun. Once the on-call period has begun, employees may have another employee cover a portion of the assignment with supervisory approval.
- D. Employees on-call will be compensated at the rate of two hours of their regular, straight-time base rate of pay for each day on-call.
- E. Employees on-call are required to be fit for duty and available to report to work in a reasonable amount of time.
- F. All applicable overtime provisions will apply if the on-call employee is required to respond.
- G. Employees on-call will be provided with a pager and a cell phone.

3. **DISTRIBUTION SYSTEM OPERATORS**

- A. Employees in the classification of Distribution System Operator II working the 5-week shift rotation will be subject to on-call.
- B. On-call will be rotated among appropriate employees to assure equitableness.

4. **TELECOMMUNICATIONS TECHNICIANS**

- A. Employees in the following classifications in the Telecommunications Unit and the Telephone Services Unit may be subject to on-call:
 - Senior Telecommunications Technician
 - Telecommunications Technician
- B. On-call will span a period of 7 consecutive days, from 0730 hours Tuesday through 0730 hours the following Tuesday.
- C. The District will seek volunteers for on-call assignments. Assignments will be made on the basis of employee preference.

Telecommunications Technicians (Cont)

- D. If there are insufficient volunteers for an on-call period, employees will be appointed. An employee who has been on-call without volunteering cannot be appointed again until all employees have served a required on-call period.
- E. Volunteers may be called to work alongside the on-call employee for on the job training purposes. In the event the on-call employee cannot solve a service call problem alone, other employees may be called to assist. Assisting employees will be sought from the volunteer list first unless specific expertise is required.
- F. In addition to being provided a cell phone and pager, employees in the Telephone Services Unit should be provided with a laptop computer furnished with a modem and appropriate software to access the supported systems.

5. LOAD MANAGEMENT SERVICES CLASSIFICATIONS

- A. Employees in the following classifications will be subject to on-call:
 - Senior Load Management Services Technician
 - Load Management Services Technician II
- B. During an on-call period, Load Management Services Technician II employees will be temporarily upgraded to the Senior Load Management Services Technician classification for the duration of any call out response required. Additionally, the compensation paid for being on-call, will be paid at the Senior Load Management Services Technician rate.
- C. On-call will be rotated among appropriate employees to assure equitableness.
- D. In addition to being provided a cell phone and pager, employees will be provided with a District vehicle equipped with a radio. The District vehicle will be provided for the on-call period only.

6. LINE CONSTRUCTION CLASSIFICATIONS

A. Foreman/woman, Fault Locator, and Line Equipment Operator Regular On-call

Employees in the following classifications will be subject to the following regular on-call provisions:

- Line Construction Foreman-woman
 - Line Foreman-woman, Light
 - Line Subforeman-woman
 - Fault Locator
 - Line Equipment Operator
- 1) An on-call schedule will be established that rotates assignments among employees in the above classifications.
 - a. At the end of each calendar year the schedule will be rotated so that the same crews don't have on-call on the same holidays every year.

Line Construction Classifications (Cont)

- b. For crew stability, the on-call crew will consist of the crew's core group of five (5).
 - c. The start of the on-call assignment will be effective at the start of shift on Monday and end the start of shift on the following Monday.
- 2) The two on-call line foremen/women will alternate trouble calls during their respective week starting with the first foreman/woman listed on the schedule. However, if the on-call supervisor determines that the crew already out can handle a subsequent trouble call, the foreman/woman and crew will not be called.

When additional personnel are needed when both the "A" and "B" crews are either already working and/or are on a rest period, the On-call Supervisor will assign personnel in the classification required with the least amount of total overtime hours recorded on the weekly ranked volunteer roster to call out additional Foremen/women.

If enough additional voluntary Foremen/women cannot be contacted when seeking to create additional crews to perform emergency work or the list of foreman/woman's names on the volunteer list is exhausted, the supervisor will contact the off-duty foreman/woman with the least amount of overtime hours on record to perform the work.

When emergency work slows down, crews not on call will be released first.

- 3) In addition to being provided a cell phone and pager, employees will be provided with a District vehicle equipped with a radio.
- 4) When the on-call employee has made arrangements for another employee to take their calls, both the scheduled and the replacement employee are responsible for notifying the on-call supervisor about the substitution arrangements. The substitute foreman/woman will utilize the crew assigned to the scheduled on-call foreman/woman for all overtime work.
- 5) The dispatcher is responsible for keeping the on-call supervisor informed of all after-hours activity including changes in location, and the need for additional tools, equipment or personnel. The on-call supervisor is responsible for providing the necessary support personnel.
- 6) The on-call supervisor, when calling out personnel, will call the appropriate telephone numbers, and if no person answers, will then call the pager, and will allow adequate time for a response before calling the next person.
- 7) Employees who are on-call must notify the on-call supervisor if they are unable to meet their on-call responsibilities because of a personal emergency. Once notified, the on-call supervisor must decide if they need to fill behind the absent employee. If so, they will contact employees on the schedule (in appropriate order) seeking a volunteer to cover the remainder of the on-call assignment. The volunteer replacement will maintain their position on the schedule.

Line Construction Classifications (Cont)

- 8) On-call crews are eligible for Prearranged Overtime work on their ADO and on Saturdays as a crew, as long as, customer service is not hindered or impacted.
- 9) Employees can volunteer to be placed on a weekly volunteer roster. This roster will be ranked from the ranked overtime list.

B. Lineman-woman, Apprentice and Pre-Apprentice Regular On-call

Employees in the following classifications will be subject to the following regular on-call provisions:

- Lineman-woman
 - Apprentice Lineman-woman
 - Pre-apprentice Lineman-woman
- 1) An on-call schedule will be established that rotates on-call assignments among employees in the above classifications. The crew assignments will be to the employees' normal on-call foreman/woman's assigned crew.
 - a. At the end of each calendar year the schedule will be rotated so that the same crews don't have on-call on the same holidays every year.
 - b. For Crew stability, the on-call crew will consist of the crew's core group of five (5).
 - c. The start of the on-call assignment will be effective at the start of shift on Monday and end the start of shift on the following Monday.
 - d. When additional personnel are needed when both the "A" and "B" crews are either already working and/or are on a rest period, the On-call Supervisor will assign personnel in the classification required with the least amount of total overtime hours recorded on the weekly ranked volunteer roster to call out additional personnel.
 - e. If enough additional voluntary personnel cannot be contacted when seeking to create additional crews to perform emergency work or the list of names has been exhausted, the supervisor will contact off-duty personnel with the least amount of overtime hours on record to perform the work.
 - f. When emergency work slows down, crews not on call will be released first.
 - 2) Employees can volunteer to be placed on a weekly volunteer roster. This roster will be ranked from the ranked overtime list.
 - 3) Employees who volunteer and are not assigned to an on-call crew remain on the weekly volunteer roster, but the General On-call Provisions do not apply.
 - 4) Employees will be allowed to trade or arrange for a qualified, equivalent substitute to take their calls. Apprentices hired after May 31, 2005 will be required to serve their on-call during the regular rotation unless excused by their supervisor in coordination with the Training Coordinator. Both the scheduled and the replacement employee are responsible for notifying the on-call supervisor about the substitution arrangements. The on-call supervisor is responsible for notifying the on-call foreman/woman concerning the substitution.

Line Construction Classifications (Cont.)

- 5) If the job requires staffing above the normal on-call crew, the on-call supervisor will call necessary employees from the weekly volunteer roster in appropriate order.
- 6) Employees who are on-call must notify the on-call supervisor if they are unable to meet their on-call responsibilities because of a personal emergency. Once notified, the on-call supervisor will assign an appropriate replacement from the weekly volunteer roster. The on-call supervisor will notify the appropriate foreman/woman of the new arrangements.
- 7) On-call crews are eligible for Prearranged Overtime work on their ADO and on Saturdays as a crew, as long as, customer service is not hindered or impacted

C. Short Notice On-call

During storms, earthquakes, and other emergency situations when management has determined that the regular on-call staffing is inadequate to meet the operational (power restoration) needs of the District, employees working in Distribution Services, Line, will be subject to the following short notice on-call provisions:

- 1) It is the intent of the District to satisfy the short notice on-call requirements by seeking volunteers. To this end, employees who have signed up on the weekly volunteer roster will be requested first. Then a canvass of remaining personnel will then be made.

If the short notice on-call requirements cannot be filled from volunteers then employees will be appointed who have the least amount of total overtime hours on record.

- 2) Employees will be notified that they are being placed on short notice on-call as early as possible but no later than the end of the regular workday. Such assignments will be for one day unless otherwise indicated.
- 3) Employees assigned will be provided with a pager.
- 4) Short notice on-call employees are required to remain fit for duty, be reachable by pager, and be available to report to work in a reasonable amount of time.
- 5) Short notice on-call assignments are intended to meet a short-term staffing need, and as such, they are not expected to last for more than 6 consecutive days.
- 6) Employees on short notice on-call will receive 2 hours of pay at the regular straight time rate for each day so assigned.
- 7) All applicable overtime provisions will apply if the on-call employee is required to respond.

7. GAS OPERATIONS CLASSIFICATIONS

A. Employees in the following classifications in Gas Operations will be subject to on-call:

- Gas Foreman-woman, Light
- Plant Mechanic (Mechanic-Welder)
- I&C Technician

Gas Operations Classifications (Cont)

- Gas Pipeline Fieldperson

- B. On-call will be rotated among appropriate employees to assure equitableness.
- C. In addition to being provided a cell phone and pager, employees will be provided with a District vehicle equipped with a radio. The District vehicle will be provided for the on-call period only.
- D. Typically, employees on-call will be dispatched by the Power System Operator (PSO) to report to the site of the indicated problem and assess the nature of the problem. After safely securing the site, the on-call employee will notify the PSO of the status of the situation. In the event that additional resources may be needed to resolve the situation, the on-call employee will make those recommendations to the PSO.

8. HAZARDOUS WASTE CREW

- A. Employees in the following classifications may be subject to on-call:
- Hazardous Waste Foreman-woman, Light
 - Hazardous Waste Technician
- B. On-call assignments will be limited to one employee during any on-call period. During an on-call period, Hazardous Waste Technician employees will be temporarily upgraded to the Hazardous Waste Foreman-woman, Light classification for the duration of any call out response required. Additionally, the compensation paid for being on-call, will be paid at the Hazardous Waste Foreman-woman, Light rate.
- C. In addition to being provided a cell phone and pager, employees will be provided with a District vehicle equipped with a radio. The District vehicle will be provided for the on-call period only.

9. DISTRIBUTED GENERATION

- A. Employees in the following classifications in Distributed Generation assigned to McClellan will be subject to on-call:
- Combustion Turbine Plant Foreman-woman
 - Combustion Turbine Technician
 - Electrical Technician
- B. On-call will be rotated among appropriate employees to assure equitableness.
- C. Typically, employees on-call will be dispatched by the Power System Operator (PSO) to report to the site of the indicated problem and assess the nature of the problem. After safely securing the site, the on-call employee will notify the PSO of the status of the situation. In the event that additional resources may be needed to resolve the situation, the on-call employee will make those recommendations to the PSO.

10. **SUPPLY CHAIN SERVICES**

- A. Employees in the classification of Material Specialist III in Supply Chain Services assigned to 59th Street will be subject to on-call.
- B. On-call will be rotated among appropriate employees to assure equitableness.

11. **CABLE LOCATORS**

- A. Employees in the following classifications are subject to on-call:
 - Cable Locators
- B. An on-call schedule has been established and will be updated using District seniority.
- C. Scheduled on-call employees may offer their call to other qualified personnel on the scheduled. The call shall be offered to each employee in the order that they are scheduled, until accepted. If no eligible employee accepts the call, then the scheduled Cable Locator must fulfill his or her on-call obligations.
- D. On-call personnel must report to the location of the emergency work within 2 hours of the call. A District vehicle will not normally be provided to take home during the on-call assignment.
- E. On-call overtime begins when the Cable Locator receives the call and ends when the locating work has been performed, and the Cable Locator returns directly to DSO and reports complete.

ARTICLE 7 OVERTIME

1. INTRODUCTION

Any employee may be requested to work overtime to meet the needs of the District. A willingness to work overtime when requested is a condition of employment. When permitted by the work situation, overtime is first allocated to qualified volunteers. It will be distributed among employees within each work group in the classification involved as equally as practicable.

The District makes every attempt to minimize the amount of overtime employees are required to work. This is to ensure minimal disruption of an employee's leisure time and to protect the employee's health. The District pays a premium to employees to recognize the inconvenience incurred for working hours outside of their regular work schedule. Overtime is computed to the nearest quarter hour.

2. ELIGIBILITY

All hourly rated employees are eligible for cash compensation for overtime when they work more than 8 hours on a normal work schedule, work more than 40 hours in a workweek, work on a non-workday, work on a holiday, or work outside of regular work hours on a workday.

3. ALTERNATIVE WORK SCHEDULES

A. 9/80 Shift

Overtime will only be paid for hours worked in excess of 9 hours per day on regularly scheduled days of 9 hours, 8 hours per day on regularly scheduled days of 8 hours, or 40 hours per week. All other overtime situations will be handled according to these Articles except that "regular work hours" or "regular work schedule" will be defined as a bi-weekly pattern of eight 9 hour shifts and one 8 hour shift according to a regular and pre-established schedule. The appropriate overtime rate will be paid for all hours worked outside an employee's regularly scheduled workweek.

B. 4/10 Shift

Overtime will only be paid for hours worked in excess of 10 hours per day or 40 hours per week. All other overtime situations will be handled according to these Articles except that "regular work hours" or "regular work schedule" will be a 10 hour shift rather than an 8 hour shift. The appropriate overtime rate will be paid for all hours worked outside an employee's regularly scheduled workweek.

C. 12-Hour Shift

Overtime will only be paid for hours worked in excess of 12 hours per day or 40 hours per week. All other overtime situations will be handled according to these Articles except that "regular work hours" or "regular work schedule" will be a 12 hour shift rather than an 8 hour shift. The appropriate overtime rate will be paid for all hours worked outside an employee's regularly scheduled workweek.

Alternative Work Schedules (Cont.)

All hours worked will be compensated at the straight time hourly rate except as outlined below:

- 1) Overtime will be paid at the applicable overtime rate for all hours worked outside of the normal work hours.
 - a) Extended hours on a normal workday are paid at the applicable overtime rate.
 - b) Any regularly scheduled hours in excess of 40 hours in a workweek will be compensated at the applicable overtime rate.
- 2) All other overtime situations will be handled according to these Articles except that "regular work hours" or "regular work schedule" will refer to a 12-hour shift rather than an 8-hour shift. When assigned to the training shift or to a less than 12-hour relief shift, the rules for the appropriate shift schedule will apply.

4. COMPUTATION OF PAY

A. Straight-Time Pay

Time worked during an employee's regular work hours is paid at the straight-time rate of pay.

B. Time and One-Half Pay

- 1) Prearranged overtime hours worked on Saturday, for the 16 hour period beginning 2 hours (including travel time) prior to an employee's regular start time, are paid at the rate of time and one-half. This provision is applicable to employees working any work schedule.
- 2) Prearranged overtime hours worked on the weekday scheduled day off, for the 10.5 hour period beginning one half hour (including travel time) prior to an employee's regular start time, are paid at the rate of time and one half. This provision is applicable to employees working the 9/80 alternative work schedule.
- 3) Prearranged overtime hours worked on the weekday scheduled day off, for the 11.5 hour period beginning one half hour (including travel time) prior to an employee's regular start time, are paid at the rate of time and one half. This provision is applicable to employees working the 4/10 alternative work schedule.

C. Double Time Pay

Except as provided herein, time worked outside an employee's regular work schedule is paid at 2 times the straight-time rate. All overtime hours incurred while a SMUD IBEW-represented employee works under the auspices of a District Mutual Assistance Agreement with another utility are paid at 2 times the straight time rate.

D. Holiday Pay

Holiday premium pay provisions are outlined in the Holidays Article.

Computation of Pay (Cont.)

E. **Maximum Overtime**

Employees will not work more than 16 consecutive hours or combination of hours that has the same effect of not providing the proper rest period. Exceptions to this would only occur in circumstances involving public safety or welfare. Supervisors authorizing work in excess of 16 consecutive hours will ensure the employee is capable of continuing work in a safe manner.

5. **OVERTIME ASSIGNMENTS DISTRIBUTION SERVICES LINE DIVISION**

Overtime work shall be distributed among employees within each work group in a classification as equally as practicable. The District will post in each work location a ranked overtime list. This ranked list criteria will be developed within each work group by written agreement between the District and Union. This list will be updated every pay period and will be used when selecting employees to work overtime.

A. **Overtime Assignments**

When the situation permits, the District will seek volunteers for required overtime. Work assignments will be made from volunteers in reverse order from the ranked overtime list. If there are insufficient volunteers for required overtime, employees will be appointed based on reverse order from the ranked overtime list.

B. **Improper Overtime Assignments**

If employees on the ranked overtime list are improperly bypassed for overtime, appropriate overtime compensation will be paid to the employees who were bypassed.

C. **Sign-up Procedures Distribution Services Line Division**

1. The sign-up list will be posted Wednesday and will remain posted until the end of the work shift on the following Tuesday for those employees desiring to work voluntary prearranged overtime for the following prearranged overtime period commencing on Friday.

Employees desiring voluntary overtime must sign-up or be asked prior to the end of the preceding work shift. (Phone contact is acceptable for employees not reporting to their normal work location that day).

Overtime timesheets submitted late or with errors may not be included in the next ranked voluntary overtime sheet.

A new employee will be given the average number of overtime hours worked by those on the list at that time and will then be placed on the list with those hours.

An employee who has been promoted or changes classification will be given the average number of overtime hours by those on the list at that time and will then be placed on the list with those hours.

Overtime Assignments Distribution Services Line Division (Cont)

2. Posted Locations

Sign up sheets for voluntary prearranged overtime will be posted in the designated area for each work group.

3. Prearranged Overtime Assignment and Administration

- The work period for this sign up sheet is the beginning of shift on the Friday until the beginning of shift the next Friday.
- The accounting period for record purposes will be from January 1 through December 31 of each year. To start this procedure on January 1, District seniority will be used.
- Volunteer employees must have all the qualifications required for the specific overtime assignment.
- Volunteer employees with the lowest number of recorded prearranged overtime hours will be offered overtime assignments.
- Employees that refuse an assignment will be credited with the maximum prearranged hours worked by employees used for that day, a standard 8 hours, which will be recorded as turn down time.
- When multi-day jobs or jobs in progress are being assigned from the voluntary overtime sheet, preference will be given to employees that have volunteered for each of the days anticipated. This practice will by-pass employees with a lower number of overtime hours and will not be considered a by-pass.
- Overtime hours will be entered into SAP from the previous Friday. Additions, corrections, or adjustments to the ranked list will not be applied to the current posted prearranged overtime signup sheet.
- Errors or omissions on the volunteer signup sheet must be reported by the employee or their representative in order to be changed. Two full business days will be allowed to confirm or correct any reported errors.
- An Employee who is off duty on leave will not be asked or required for overtime until the employee returns to work on their next regular scheduled workday and the employee will not be credited with time worked.

4. Mandatory Overtime

- Mandatory prearranged overtime will be assigned first to employees with the lowest recorded prearranged overtime hours actually worked.
- An Employee that does not have a specific skill or qualification required for the mandatory assignment may be by passed for that specific assignment.

Overtime Assignments Distribution Services Line Division (Cont)

- Employees assigned under this section may find a qualified replacement but will be charged the maximum prearranged with standard 8 hours turn down time.

5. Other Employees

- When the work group has a need for manpower in excess of volunteers it may go to other work groups within Distribution Services for qualified employees and reduce the number of mandatory assignments needed.
- From time to time the District may use employees from other work groups. When this practice occurs, the District agrees to use the employees in the immediate work group for relief purposes (up-grade) prior to going to other work groups.
- Employees from other work groups will use the prearranged overtime procedure established in their work group for assignments.

6. COMPENSATORY TIME OFF - TIME OFF IN LIEU OF OVERTIME

A. Eligibility

Employees may take compensatory time off (CTO) instead of overtime pay with mutual agreement between the employee and their supervisor.

B. Earning and Using CTO

CTO will be earned at not less than time and one-half for each hour of overtime. Accumulated CTO may not exceed 40 hours at any time. All CTO balances will be paid out to employees after the end of the CTO year. The CTO year shall begin with payroll period 22 and run through the end of payroll period 21 of the following year. All personal leave taken will be charged first to CTO and then to the employee's leave balance.

C. Distribution Services

The intent is to allow CTO to be used in lieu of personal leave or leave without pay in order to cover rest periods which end during normal work hours and employees elect to take the rest of the workday off with supervisory approval. Once accrued this leave can be used as personal leave.

- 1) Employees may take CTO instead of overtime pay for all overtime jobs excluding 100% billable jobs.
- 2) CTO will be earned at the applicable rate (not less than time and one-half for each hour of overtime).
- 3) Accumulated CTO may not exceed 20 straight time hours at any time.

7. **TRAVEL TIME**

- 1) Employees will be paid 30 minutes travel time to and 30 minutes travel time from work headquarters for prearranged work on Saturday. This provision is applicable to employees working any work schedule.
- 2) Employees will be paid 30 minutes travel time to and 30 minutes travel time from work headquarters for prearranged work on the weekday-scheduled day off. This provision is applicable to employees working the 9/80 or 4/10 alternative work schedules.
- 3) Travel time outside of regular working hours for required training is not paid. However, employees will be compensated with straight-time compensatory time off (CTO). Straight time pay may be authorized for travel in situations where it is impractical to give CTO. Travel time outside of working hours for regular apprentice classes and for optional training is not compensated with either cash compensation or CTO.

8. **MINIMUM TIME**

- A. The minimum time is 2 hours for which overtime compensation is paid on emergency call-outs that do not extend into an employee's regular work hours. Work time will begin at the time of the phone call.
- B. Employees will be paid at the applicable overtime rate for a minimum of 2 hours if they report for prearranged overtime and are not needed. This does not apply to relief employee assignments that are cancelled. If prearranged overtime on a regular workday is cancelled before employees leave home, they do not qualify for any compensation. If prearranged overtime on a non-workday is not cancelled prior to the end of an employee's immediately previous regular workday, they will be paid at the applicable overtime rate for a minimum of 2 hours.
- C. If employees are called out early to work into or requested to stay beyond their regular work hours, they are paid overtime only for actual time worked.
- D. Overtime is computed to the nearest quarter hour.

9. **REST PERIODS**

A. **Eligibility**

Employees are entitled to a rest period of 8.5 consecutive hours after working 8 hours or more overtime during the 16 hours immediately prior to their regularly scheduled hours of work on a workday or non-workday.

B. **9/80 Shift**

On a 9 hour workday employees are entitled to a rest period of 8.5 consecutive hours after working 6.5 hours or more overtime during the 14.5 hours immediately prior to the regularly scheduled hours of work on a workday or non-workday.

Rest Periods (Cont)

On an 8 hour workday employees are entitled to a rest period of 8.5 consecutive hours after working 8 hours or more overtime during the 16 hours immediately prior to the regularly scheduled hours of work on a workday or non-workday.

1) **Distribution Services**

On the 8 hour workday employees are entitled to a rest period of 8.5 consecutive hours after working 8 hours or more overtime during the 16 hours immediately prior to the regularly scheduled hours of work on a workday. This article will apply for all overtime situations.

C. **4/10 Shift**

Employees are entitled to a rest period of 8.5 consecutive hours after working 5.5 hours or more overtime during the 13.5 hours immediately prior to the regularly scheduled hours of work on a workday or non-workday.

D. **12-Hour Shift**

On a 12-hour workday employees are entitled to a rest period of 8.5 consecutive hours after working 4 hours or more overtime during the 12 hours immediately prior to the regularly scheduled hours of work on a workday or non-workday.

E. **Compensation**

- 1) The rest period starts upon release from an employee's designated headquarters. This rest period excludes meal time and any travel time to which employees are entitled at the end of the work period. If any part of the rest period falls within an employee's regular work hours, they will be paid for those hours at the straight-time rate.
- 2) Employees will not be compensated for their regular lunch period even when it falls within the rest period.
- 3) If a rest period cannot be provided when due, double time is paid until the rest period is provided. Hours worked prior to an 8.5 hour rest period are not included in computing another period of overtime work.
- 4) If employees are required to report back to work prior to the end of their 8.5 hour rest period, they will be paid double time until a rest period can be provided.

F. **Requirements At End Of Rest Period**

- 1) If an employee's rest period ends during the first half of their workday, they may, if their supervisor approves, report to work at the beginning of the second half of the workday. The employee may elect to be placed on CTO, personal leave and/or leave without pay for the time between the expiration of their rest period and the end of the first half of the workday.

Rest Periods (Cont)

Example: An employee's rest period ends at 8:30 a.m. The employee's regular work hours are 7:00 a.m. - 3:30 p.m. (lunch from 11:00 - 11:30 a.m.). If the employee's supervisor approves, the employee need not report back to work until 11:30 a.m.

The time between 8:30 a.m. and 11:30 a.m. may be charged to CTO, personal leave and/or leave without pay. (NOTE: Personal leave may be taken in hour increments only.)

- 2) If an employee's rest period ends during the second half of their workday, they may, if their supervisor approves, report to work the following workday. The employee may elect to be placed on leave without pay, CTO or personal leave for the time between the expiration of the rest period and their regular quitting time.

Example: An employee's rest period ends at 1:00 p.m. The employee's regular work hours are 7:30 a.m. - 4:00 p.m. If the employee's supervisor approves, the employee need not report back to work until 7:30 a.m. the next workday.

The time between 1:00 p.m. and 4:00 p.m. may be charged to CTO, personal leave or leave without pay.

G. Special Rest Period

An employee's supervisor may excuse the employee from up to 4 hours of their regular shift if they worked 4 or more overtime hours in the 8 hours immediately preceding the beginning of the employee's regular shift. This special rest period may be granted if the timing of an emergency call-out prevents the employee from getting sufficient rest. The employee will receive straight time pay for any of the special rest period that falls within their regular shift.

ARTICLE 8

EMERGENCY DUTY

1. EMERGENCY CALL-OUTS

- A. When employees are called out for an emergency, their work time will begin at the time of the phone call.
- B. If employees are called in advance to cover behind an employee who is unable to report to work for their shift, and they are directed to report at the specific shift starting time, they will be credited with an additional 45 minutes at the appropriate overtime rate and all other emergency call-out provisions (meals, etc.) will apply.
- C. If employees are asked to come in immediately to cover the shift, their work time will begin at the time of the phone call.

2. MULTIPLE CALL-OUTS

- A. If employees are called out for work more than once in the 24-hour period from midnight to midnight, the 2-hour minimum overtime compensation is paid only for the first call outside of their regular work hours. For subsequent calls, overtime compensation is paid for their actual work.
- B. For the purpose of this provision, concurrent calls or successive calls without a break in paid time are considered a single call.

3. DISTRIBUTION SERVICES LINE DIVISION EMERGENCY RESPONSE DURING REGULAR WORK HOURS

- A. When response to an emergency is necessary during normal business hours, the needs of the District and our customer-owners may take precedence over responding with the recognized on-call crew. When notified of an emergency that requires response, the Distribution System Operator will notify the on-call supervisor. The on-call supervisor will decide whether the on-call crew will respond to calls between 1400 and the end of regular business hours.

The nearest available crew, size and type of crew required and the nature of the emergency will all be considered when responding.

If the work continues beyond regular business hours, the responding crew will continue the work to completion or until relieved by the direction of the on-call supervisor.

The supervisor is responsible for assessing the approximate length of time necessary to make repairs. If in his/her judgment the work will extend past **2200** hours, the on-call crew will be utilized as the relief crew. Such relief shall be provided as soon as practicable when, in the opinion of the supervisor, District operations would not be adversely affected.

Distribution Services Line Division Emergency Response (Cont)

B. Sign-Up Procedures

- Emergency overtime sign-up will be posted Monday through the end of shift Friday for those employees desiring to work voluntary emergency call out overtime for the following upcoming on call period. This one-week period begins the following Monday at 0630 hours.
- Employees desiring voluntary emergency overtime must sign-up at designated posted locations. (Phone contact is acceptable for employees not reporting to their normal work location that day).
- Employees will only be considered for voluntary emergency assignments on days they have indicated on the voluntary emergency overtime sheet.
- Overtime timesheets submitted late or with errors may not be included in the next ranked voluntary overtime sheet.
- A new employee will be given the average number of emergency overtime hours worked by those on the list at that time and will then be placed on the list with those hours.
- An employee who has been promoted or changes classification will be given the average number of emergency overtime hours worked by those on the list at that time and will then be placed on the list with those hours.

C. Posted Locations

- Sign up sheets for voluntary emergency overtime will be posted in the designated area for each work group.

D. Voluntary Emergency Overtime Assignment and Administration

- The accounting period for record purposes will be from January 1 through December 31 of each year. To start this procedure on January 1, District seniority will be used.
- Volunteer employees must have all the qualifications required for the specific overtime assignment.
- Volunteer employees with the lowest number of recorded emergency overtime hours will be offered overtime assignments.
- When multi-day jobs are being assigned from the voluntary overtime sheet, preference may be given to employees that have volunteered for each of the days anticipated. This practice will by-pass employees with a lower number of overtime hours and will not be considered a by-pass.

Distribution Services Line Division Emergency Response (Cont)

- Overtime hours used will be entered into SAP from the previous Friday. Additions, corrections, or adjustments to the ranked list will not be applied to the current posted emergency overtime signup sheet.
- Errors or omissions on the volunteer signup sheet must be reported by the employee or their representative in order to be changed. Two full business days will be allowed to confirm or correct any reported errors.
- An employee who is off on leave will not be asked or required for overtime until the employee returns to work on their next regular scheduled workday and the employee will not be credited with time worked.

E. Mandatory Overtime

- When there are insufficient volunteers available for duty, the District will assign employees to report for duty.
- Mandatory emergency overtime will be assigned first to employees with the lowest recorded emergency overtime hours actually worked.
- An Employee that does not have a specific skill or qualification required for the mandatory assignment may be by passed for that specific assignment.
- Employees assigned under this section may find a qualified replacement, but will be charged with a standard 8 hours turn down time.

4. EMERGENCY RELIEF SCHEDULES

- A. If employees are classified to perform the duties of emergency relief as Control Room Operator or other similar position, or if they are assigned as a relief operator, they will be available for duty in revolving shifts on any day of the week. These employees can be assigned for the relief of any shift without advance notice.
- B. Overtime compensation for emergency relief work performed during the regular work hours of a shift is not paid unless employees are required to report for work without having had 12 hours off following the end of their last work period. When this occurs, employees are paid the applicable overtime compensation for any time worked in the 12-hour period following the end of their last preceding work period.

ARTICLE 9

OVERTIME MEALS

1. INTRODUCTION

The District will provide meals or payment for meals under certain qualifying situations when employees are required to work overtime. The emphasis should be on the employee actually eating the meal. It is not desirable to have an employee miss a meal in order to become eligible for a missed meal payment.

2. ELIGIBILITY

A. Who Qualifies

All hourly-rated employees required to work overtime are eligible to receive overtime meals or payment for meals under certain qualifying situations. For the purpose of this Article, work hours are defined as hours worked excluding travel time and the time taken to eat the meal.

B. Emergency Call Outs

If employees are called out, they will be told before coming in whether or not to eat a meal. (Normally if the call-out is at a meal time, and the situation permits, employees will be asked to eat before reporting.) If the emergency call-out is within 90 minutes of the employee's end of regular work hours, and the situation does not permit the employee to eat before reporting, the employee will become eligible for a meal as if it were an extension of their regular work hours. In a crew situation, if any member of the crew is called out within 90 minutes of that employee's end of regular work hours, the entire crew will become eligible for a meal as if it were an extension of regular work hours. The time that the crew members become eligible for that meal will be at the earliest time at which any member of the crew becomes eligible for a meal based on that employee's regular work schedule.

C. Non-workday Overtime

When performing overtime, prearranged or not, on a non-workday, including 4 or more of an employee's regular work hours, the employee will be told to bring a lunch if they are given time to prepare a lunch.

Meals are provided for call-outs lasting 5 work hours or more. For every additional 5 work hours, employees are eligible for another meal.

D. Prearranged or Not Prearranged

The only difference in meal arrangements for prearranged overtime work and overtime work that is not prearranged is that when the prearranged overtime work is performed during regular work hours, employees observe the lunch arrangements that prevail on their regular workday (e.g., employees provide their own lunch and are not compensated for the lunch period).

Eligibility (Cont.)

Regular workday meal provisions are observed when emergency work is performed on a non-workday during what would be the employee's regular work hours, except that the employee is compensated for the lunch period and reimbursed for costs in accordance with Maximum Meal Allowances.

E. **Meal Intervals**

Employees are eligible for a meal for every 5 hours worked. All work hours apply toward overtime meals eligibility. Normal practice is for employees to have meals at approximately 5-hour intervals. Therefore, employees will not normally be required to work more than 5 consecutive hours without a meal or meal payment.

F. **Meal Time**

In determining time intervals for the purpose of providing meals, time allowed for previously consumed meals is not included. An employee's mealtime begins when the employee arrives at the meal location and ends when the employee leaves the meal location.

G. **Determining if Employees Qualify**

Use the following table and these instructions to find out if employees qualify for an overtime meal.

INSTRUCTIONS: Find the conditions that apply to the employee's situation in the "IF" columns, (A and B). The "THEN" columns (C, D, and E) show employees what they are eligible for.

For example, an employee is required to work overtime as an extension of their regular hours. Go down column A to the condition statement: "If overtime work is..... An extension of your regular work hours," Rule 3. Follow Rule 3 to the right; column B shows that it does not apply. Columns C and D are "YES", meaning that the meal period is paid at the applicable overtime rate, and the cost of the meal is reimbursed. Column E tells the employee that they are eligible for a meal 1-1/2 hours after the end of their regular work hours. The employee is eligible for additional meals every 5 work hours.

Eligibility (Cont.)

**DETERMINING OVERTIME MEAL ELIGIBILITY
(Based on an 8-hour workday)**

IF:			THEN:		
Rule Number	A Overtime work is	B And is Prearranged	C Then the meal period is paid at applicable rate	D And the cost of the meal is reimbursed up to the prescribed limit	E And the time needed to become eligible is
1	During employee regular work hours, but on non-workdays.	Yes	No	No	N/A
2		No	Yes	Yes	5 work hours.
3	An extension of employee regular work hours.	N/A	Yes	Yes	1-1/2 work hours after the end of employee regular work schedule, and every 5 work hours thereafter.
4	Wholly outside employee regular work hours.	Yes	Yes	Employee furnishes the first meal. Subsequent meals are reimbursed.	5 work hours after the first meal, and every 5 work hours thereafter.
5		No	Yes	Yes	Every 5 work hours. Also see Paragraph 2.B.
6	Early Call In 2 or more hours before employee regular start time.	Yes	Yes, only for meals earned during overtime hours.	Employee furnishes one meal. Other meals are reimbursed.	N/A
7		No	Yes, only for meals earned during overtime hours.	Yes	N/A
8	Less than 2 hours before employee regular start time.	Yes	No	No	N/A
9		No	Yes, only for meals earned during overtime hours.	Yes, in certain circumstances. See Para. 3.C.2)	N/A
10	Emergency Call-Out	No	Yes	Yes	Every 5 work hours. Also see Paragraph 2.B.

Note: For purposes of this chart, work hours are defined as hours worked excluding travel time and the time taken to eat the meal.

3. **GUIDELINES**

A. **Maximum Meal Allowances**

1) **2002**

The maximum reimbursement for overtime meals is \$17.00.

2) **2003 and beyond**

The maximum reimbursement for overtime meals will increase yearly equal to the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982 – 1984 = 100) – US City Average for the 12 month period ending the prior October.

B. **Overtime Meal Eligibility**

Overtime meal eligibility is based on the employee's work hours. When working on a crew situation, the entire crew's overtime meal eligibility is based of the foreman/woman's work hours.

C. **Early Call-In**

1) **Prearranged**

If the District requires an employee to perform work starting 2 hours or more before the employee's regular work hours (excluding travel time), and the employee continues to work into their regular work hours, the employee provides for one meal on the job, and the District provides reimbursement for other meals as required for the duration of the work period. If the work starts less than 2 hours before the employee's regular work hours, the usual meal arrangements prevail.

2) **Emergency**

If, in an emergency call-in situation (not prearranged), the District does not give employees an opportunity to eat a breakfast and prepare a lunch before reporting for work, the District will provide meals for employees or reimburse the employees for these meals. The meals are eaten at approximately the usual times and the District pays for the time taken to eat the meals, except that employees will not be paid for their lunch period on a regular workday.

D. **Owed Meals at Completion of Assignment**

When employees are owed a missed meal(s) upon release from their work headquarters, they will be paid in accordance with Maximum Meal Allowances, and 30 minutes pay for each missed meal(s) at the applicable overtime rate. The time will be added to their end of shift work hours and will apply to the computation of total hours worked.

When employees are owed a meal, the District makes every effort to provide them the meals and the time to eat them. Occasionally a meal break is missed. A meal is considered missed when enough time has passed that a second meal is owed.

Guidelines (Cont.)

- 1) Employees qualify for a missed meal when:
 - a) An overtime meal could not be eaten because of work requirements; and
 - b) A minimum of 5 work hours has passed from the time the first overtime meal was owed; and
 - c) A second meal is earned.
- 2) For missing a meal, employees receive the Maximum Meal Allowance plus 30 minutes pay at the overtime rate that is applied at the time the meal should have been eaten. Additionally, thirty minutes will be added to the end of their work shift for each missed meal.

Example: An employee is released from duty at xxxx hours, and has missed one meal during the course of their workday, 30 minutes would be added to their paid time and as a result, their rest period would start at xxxx hours plus 30 minutes. For each additional missed meal an additional 30 minutes would be added their paid time and their rest period would start 30 minutes later.

- 3) If a second overtime meal is earned, employees will be provided a meal up to the Maximum Meal Allowance, and will be paid for the time to eat the meal.

Example: An employee is regularly assigned to work from 7:00 a.m. to 3:30 p.m. After eating lunch at the employee's regularly scheduled time, 11:30 a.m., they are notified that their shift is being extended beyond 3:30 p.m., so that they can complete the job underway. Since the employee's shift has been extended, they are eligible for a meal after 1-1/2 hours of overtime, at 5:00 p.m. However, the employee could not stop to eat until 10:00 p.m. Since the employee could not eat the meal owed them at 5:00 p.m., and 5 work hours have passed from the time the first overtime meal was owed, they now qualify for a second overtime meal. The employee will receive the Maximum Meal Allowance plus 30 minutes pay at the applicable overtime rate for the meal owed at 5:00 p.m., and will be provided a meal up to the Maximum Meal Allowance for the second meal, and payment for the meal period.

- 4) If employees receive an early call-in of 2 hours or more, excluding travel time, and they miss the first meal period and then observe their normal lunch period, they are compensated under the missed meal provision (30 minutes at the applicable overtime rate plus the Maximum Meal Allowance).

Example: An employee is regularly assigned to work from 7:00 a.m. to 3:30 p.m. They are called in to work at 4:00 a.m. (not prearranged). Because of the requirements of the work, the employee is not able to eat a meal until their normal lunch period, 11:00 a.m. Since more than 5 work hours have passed since the first meal was earned, and another meal is now due, the employee qualifies for a missed meal, and will receive the Maximum Meal Allowance plus 30 minutes pay at the applicable overtime rate.

Guidelines (Cont.)

Note: **Special Shift Employees:** Since these employees are permitted to eat their meal on District time, time to eat a missed meal is not provided.

E. **District Provided Meals At Work Site**

When an overtime meal is earned and the appropriate supervisor determines that the District should provide a meal at the work site, the following guidelines shall apply:

- 1) Employees will be provided a meal that should be, but under certain conditions may not be, a comparable substitute for a meal that the employee would have eaten; and
- 2) Employees will be provided reasonable time to eat the meal on District time; and
- 3) Employees will still be due the earned meal (i.e. the provided meal is not considered to be a meal payment, a meal provided or a meal taken).

Note: The type of meal provided will depend on the average restaurant available in the general area, the time of day the meal is provided, the availability of restaurants that can provide a comparable substitute within a reasonable distance of the work site, and the breakfast, lunch or dinner menu at restaurants where comparable substitutes are available.

F. **9/80 Shift**

The guidelines will apply except that "regular work hours" or "regular schedule of shift" will be defined as a bi-weekly pattern of eight 9 hour shifts and one 8 hour shift according to a regular and pre-established schedule; however, if an employee's regular work hours are extended, he/she will earn an overtime meal payment one hour after the end of the regular work schedule (e.g., at the 10th hour of work on a 9 hour shift day).

G. **4/10 Shift**

The guidelines will apply except that "regular work hours" or "regular schedule of shift" will be a 10 hour shift rather than an 8 hour shift; however, if an employee's regular work hours are extended, he/she will earn an overtime meal payment one hour after the end of the regular work schedule (e.g., at the 11th hour of work).

H. **12-Hour Shift**

The guidelines will apply to overtime meals except that "regular work hours" or "regular schedule or shift" will be a 12-hour shift rather than an 8-hour shift.

Employees working scheduled 12-hour shifts for straight time will not be eligible for overtime meals unless they continue to work after their regular quitting time for one hour and at 4-hour intervals thereafter. The 12-hour rules apply when employees are scheduled to work the 12-hour shift rotation. If an employee is scheduled for 8-hour days, the 8-hour rules apply.

Guidelines (Cont.)

I. **Reimbursements**

- 1) When employees earn an overtime meal, and the meal is not paid for by the District, they will be paid in accordance with Maximum Meal Allowances. This payment will be made through the payroll system and will be included on the employee's paycheck. No additional meal payment will be made if they are provided a District-paid meal.
- 2) If employees work for an extended period of time, they may earn additional meals during their shift. No additional meal payment will be made if they are provided District-paid meals.
- 3) Payments for overtime meals will be included in employee's gross income, and applicable Federal and State income taxes and FICA taxes will be withheld.
- 4) If second or third overtime meal expenses total \$50 or less, reimbursement may be made from petty cash funds.
- 5) Reimbursement may be made from petty cash funds up to \$100 to foremen/women who have paid for meals taken by their crews during periods of emergency work.
- 6) The District will make procurement cards available, as needed, to carry out the provisions of this article.

ARTICLE 10
PERSONAL LEAVE

1. **INTRODUCTION**

Department managers or supervisors must approve all requests for leave in advance. Absence not approved in advance will be charged as leave of absence without pay.

2. **EARNING PERSONAL LEAVE**

All regular employees begin accumulating personal leave credits upon employment.

A. **Full-Time Employees**

Full-time regular employees earn personal leave credits on the following schedule:

1) **First Through Fourth Year of Service**

Employees earn 80 hours of personal leave per year (6 hours and 40 minutes per month).

2) **5th Through 14th Year of Service**

Employees earn 120 hours of personal leave per year (10 hours per month) from the beginning of their 5th year through their 14th year of service.

3) **15th Through 22nd Year of Service**

Employees earn 160 hours of personal leave per year (13 hours and 20 minutes per month) from the beginning of their 15th year through their 22nd year of service.

4) **23rd Through 29th Year of Service**

Employees earn 200 hours of personal leave per year (16 hours and 40 minutes per month) from the beginning of their 23rd year through their 29th year of service.

5) **30 or More Years of Service**

Employees earn 240 hours of personal leave per year (20 hours per month) from the beginning of their 30th year of service.

B. **Part-Time Regular Employees**

Part-time employees scheduled to work 20 or more hours per week on a fixed schedule, earn personal leave credits based on the hours worked. (176 hours equal one month's service).

Earning Personal Leave (Cont.)

C. **Personal Leave Bonus**

1) **Full-Time Employees**

Permanent, full-time employees will be credited with a 40-hour personal leave bonus on the 10th anniversary date of full-time continuous service.

2) **Part-Time Regular Employees**

Regular, part-time employees will be credited with a 40-hour personal leave bonus after working the equivalent number of hours required of full-time employees.

D. **Accrual Limit**

Employees may carry up to 680 hours of personal leave into the New Year. Excess as of the end of the last pay period in any calendar year shall be forfeited and that amount shall be paid to the employee at the employee's regular straight time rate of pay.

Exception: If an emergency arises or service requirements do not allow employees to use their personal leave credits, their department manager may recommend to the General Manager that the employee be allowed to exceed the maximum hours that may be carried over into the next year.

E. **Non-Accrual of Personal Leave Credits**

Employees will not earn personal leave for each cumulative total of 176 working hours of the preceding 12 months while they are absent on leave without pay.

3. **USING PERSONAL LEAVE CREDITS**

Employees are eligible to use their personal leave credits as soon as they show on their pay stub.

A. **9/80 Shift**

Employees who take paid time off on Personal Leave on a regularly scheduled workday will be charged the number of hours they were regularly scheduled to work (i.e., nine (9) hours, if regularly scheduled to work a 9-hour shift).

B. **4/10 Shift**

Employees who take paid time off on Personal Leave on a regularly scheduled workday will be charged 10 hours personal leave.

C. **12-Hour Shift**

Personal leave may be taken on an hourly basis. When a full day's personal leave is taken, it will be charged according to the normal work shift of the individual. An individual working 12-hour shifts who takes a personal leave day will be charged 12 hours of personal leave.

Using Personal Leave Credits (Cont.)

D. **Scheduling Personal Leave**

Personal leave is normally taken each calendar year.

The time is scheduled and approved by the employee's department manager or supervisor after considering the preference and seniority of each employee in each classification. Seniority is determined by total years of continuous District service.

E. **Normal Working Conditions**

1) **Scheduling for More Than One Week**

Leave periods of one, two, or three weeks will be given preference over split leave periods and leave periods of more than three weeks.

2) **Scheduling Entire Crews or Other Work Units**

If it is necessary to schedule time off for an entire crew or work unit, the leave period will be scheduled to meet the District's needs and the dates selected by a majority of the crew or work unit.

3) **Scheduling for Less Than One Week**

When conditions of the work permit, employees may be granted one hour or more personal leave at a time.

F. **Emergency Conditions/Service Requirements**

In an emergency, employees may be asked to forego all or part of their scheduled leave period. If employees are already on personal leave, they may be requested to report for duty. The District recognizes that all employees are entitled to use their personal leave. It is also recognized that certain service requirements of the District may require personal leave to be kept to a minimum. District supervisors will make every effort to provide personal leave to each employee annually.

G. **Part-Time Regular Employees**

Part-time employees regularly scheduled to work 20 or more hours per week may be granted personal leave up to 40 hours in a week.

H. **Effect of Holidays**

If a recognized District holiday falls within an employee's personal leave period, it is not counted as a day of personal leave.

4. **PAYMENT FOR PERSONAL LEAVE**

A. **Regular Classification**

An employee's personal leave pay is computed at the straight-time rate of pay for their regular classification at the time the leave is taken.

B. **Dual Classification**

If employees are in a dual job classification, their personal leave pay is based on the classification in which they would be working if they were not on personal leave.

C. **Extended Military Leave**

If employees are on an extended military leave (over 180 calendar days), they must take a lump-sum cash payment for their accumulated personal leave or save it for use later. A lump-sum cash payment will be calculated at the employee's rate of pay when their leave started.

5. **PAYMENT FOR UNUSED PERSONAL LEAVE**

A. **Termination of Employment**

1) **Regular Terminations**

If employees are eligible to accrue personal leave credits and they terminate from District employment, they will be paid for any accumulated personal leave credits.

Employees may not use their accumulated personal leave credits immediately prior to the effective date of termination. Employees will receive cash compensation in a lump-sum payment.

2) **Dismissal for Cause**

Normally, if employees are dismissed for cause, they will be paid for any accumulated personal leave credits they might have at the time of termination. In extraordinary cases, before final payment is made to employees, General Manager approval will be required.

B. **Retirement**

If employees are retiring, they may take a lump-sum payment for their personal leave. Employees may choose to take personal leave prior to the effective date of their retirement if: they have the equivalent of 5 years of full-time uninterrupted service with the District, and they have been a member of the Public Employees Retirement System (PERS) for at least 5 years, and they are at least 50 years of age.

ARTICLE 11

HOLIDAYS

1. **INTRODUCTION**

Eligible employees are granted paid time off for specified holidays and provided premium pay if required to work on a holiday.

2. **AUTHORIZED HOLIDAYS**

A. **District-Observed Holidays**

The District guarantees regular employees the following 9 District-observed holidays: New Year's Day; Martin Luther King, Jr. Day (celebrated on the third Monday in January); Presidents' Day (celebrated on the third Monday in February); Memorial Day (celebrated on the last Monday in May); Independence Day; Labor Day; Thanksgiving Day; Day After Thanksgiving; and Christmas Day.

B. **Floating Holidays**

In addition to the District-observed holidays, regular, permanent employees with 6 or more months of full-time service receive floating holidays according to the following: January 1, July 1, September 1 and November 1. These floating holidays are administered as 8 hours of personal leave. They may be carried over from year to year in the same manner and with the same limits as accumulated personal leave.

The District will approve the use of a floating holiday, or a day of personal leave for any regular District employee, who has served in the armed forces of the United States, or their allies, and who wishes to observe the (November 11) Veterans Day Holiday.

C. **Special Holidays**

The General Manager may authorize regular employees additional time off during the Christmas - New Year holiday season.

3. **HOLIDAY PAY**

A. **Eligibility for District-Observed Holiday Pay**

1) **Full-time Employees**

To be eligible for holiday pay, an employee must be a regular employee. In addition:

- a) Employees must have worked the workday immediately prior to or immediately following the holiday, or
- b) Employees must have been on approved personal leave, sick, CTO, or leave with pay for the entire workday immediately prior to or immediately following the holiday.

Holiday Pay (Cont.)

2) **Part-time Regular Employees**

To be eligible for holiday pay, part-time employees must be working 20 or more hours per week on a fixed schedule.

B. **Eligibility for Floating Holiday Pay**

Eligibility is the same as that for District-observed holidays for all employees working for more than 6 months.

C. **Eligibility for Special Holiday Pay**

The General Manager may determine who is eligible for special holidays such as additional time off during the Christmas-New Year holiday season.

1) **Full-Time Permanent Employees**

To qualify for Special Holiday pay, employees must work or be on paid leave for the other work hours on the day that it is granted. If employees are required to be on duty for the Special Holiday, they should be given equivalent time off on New Year's Eve or other suitable time. If employees cannot be granted time off, they will be given the equivalent of straight-time pay in addition to pay for working that day. If the day designated as a Special Holiday is a regularly scheduled day off for employees, then the first time that they request personal leave after that day, they will charge the equivalent number of hours to "Other Paid Leave." This will ensure that employees are given equivalent paid time off.

2) **Part-Time Regular Employees**

Part-time employees regularly scheduled to work 20 or more hours per week will be credited with half the paid time off granted to full-time employees for a Special Holiday, whether or not they were scheduled to work on that day.

D. **Holiday Pay**

- 1) When a holiday falls on an employee's regularly scheduled workday, the employee will be given the day off and will be compensated for the number of hours the employee is regularly scheduled to work on that day. When a holiday is observed on an employee's regular day off, the employee is credited with 8 hours of personal leave. Part-time Regular employees will be credited with 4 hours pay for any authorized holiday whether or not scheduled to work on that day. Holiday pay is based on the classification in which the employee is scheduled to work when the holiday occurs.
- 2) For shift employees, if a holiday falls on a Saturday and employees are credited with an extra day of personal leave, shift employees receive the extra day of personal leave or 8 hours of straight-time pay for working on the holiday at the employee's discretion.

Holiday Pay (Cont.)

3) **12-Hour Shift**

If an employee scheduled to work a 12-hour shift requests and is granted the day off on a holiday, the employee will be provided with 12 hours of straight time holiday pay. If an employee is scheduled to work, the employee will be allowed to work the holiday. Employees whose day off occurs on a holiday shall be paid for 8 hours at the straight time rate or be credited with 8 hours of personal leave at the employee's discretion.

4. **OBSERVING HOLIDAYS**

A. When a District holiday falls on a Saturday, the District will observe the holiday on the preceding Friday. Sunday holidays will be observed on the following Monday.

B. **12-Hour Shift**

Holiday compensation will be paid to employees who work the actual holiday, not to those who work the designated holiday. Employees working the day shift on the actual holiday and those working the night shift that starts on the actual holiday will be paid for the holiday.

5. **PREMIUM HOLIDAY PAY**

A. **Regular Full-Time Employees**

Employees eligible for holiday pay provisions will receive it if they must work on the designated holiday rather than the "actual" holiday, except 12-hour shift employees. *For example*, if the holiday falls on a Sunday, the District will observe that holiday on the following Monday. Employees required to work on the "actual" Sunday holiday would not receive the holiday pay provisions. However, employees required to work on the designated holiday (Monday) would receive the holiday pay provisions.

Employees are paid for all time worked on the holiday at the rate of double-time, plus straight-time pay for the holiday for a total of 3 times their straight-time pay.

B. **Part-Time Employees**

Part-time employees are paid for all time worked on the holiday at the rate of double-time.

C. **12-Hour Shift**

Premium holiday pay will be paid to employees who work the actual holiday, not to those who work the designated holiday. Employees working the day shift on the actual holiday and those working the night shift that starts on the actual holiday will be paid for the holiday.

- 1) When an employee's regularly scheduled workday falls on a holiday, the employee will be paid double-time for the hours worked and 12 hours straight time holiday pay.
- 2) If an employee is required to work a holiday on a normally scheduled day off, the employee will be paid double-time for the hours worked, and 8 hours at the straight time rate or be credited with 8 hours of personal leave at the employee's discretion.

ARTICLE 12

SICK LEAVE

1. INTRODUCTION

Sick leave allows employees to take time off from work, with pay, if they are ill or injured, if they need to see a practitioner or counselor for health maintenance, or if they are the primary care giver for an ill or injured family member. In addition, employees may use accrued sick leave credits for the birth of an employee's child or in connection with the initial placement and subsequent care of an employee's adopted child. Permanent employees begin accruing sick leave credit upon employment and can take it as soon as it is earned. Sick leave may also be used for supplementing worker's compensation payments and when taking disability retirement.

2. GUIDELINES

A. General

Permanent employees earn sick leave at the rate of 8 hours for every 160 straight-time hours paid (13 days per year for full-time employees). There is no limit to the amount of sick leave that may be accrued. An employee's sick leave accrual is interrupted if they take leave without pay or are on industrial disability.

When a full day of sick leave is taken, it will be charged according to the normal work shift of the individual. Payment for sick leave is calculated at the employee's rate of pay when the leave is taken except when under time card upgrade. There is no payment for accrued sick leave upon termination; however, accrued sick leave is added to credited service for calculation of retirement benefits.

B. Use of Sick Leave

Sick leave may be taken in one-hour increments. When employees use sick leave, they must let their supervisor know in advance, if possible. If employees can't show up for work, they are expected to notify their supervisor each day, prior to the latest starting time of their shift. If employees are off work for 5 or more consecutive days due to illness or injury, they may be required to provide a medical release for return to work, or other document satisfactory to their supervisor, that indicates they may safely return to work.

If an employee's supervisor has cause to believe that the employee's absence is not for an authorized reason, the employee may be required to provide substantiating evidence. If the employee fails to provide adequate evidence, their request for sick leave will be denied and the absence will instead be charged to unauthorized leave without pay. Improper use of sick leave and/or unauthorized leave without pay is considered a work conduct and/or an attendance problem that will be addressed through the positive discipline process.

C. Sick Leave While On Personal Leave

If employees become ill while on personal leave, they may request that their personal leave be changed to sick leave.

Guidelines (Cont.)

D. **Sick Leave On a Holiday**

If an employee is sick on a workday that is also a holiday, the employee will get holiday pay, and sick leave will not be charged.

E. **Sick Leave Incentive Plan**

The District encourages employees to maintain good health by providing a sick leave incentive plan. Employees can earn personal leave credits if they have low sick leave use. Eligible employees are permanent full-time employees who work a full payroll year. The credit is granted after year's end according to the following schedule:

Guidelines for Administration of the Sick Leave Incentive Program							
Prior Year's Sick Leave Usage by Work Schedule				Personal Leave Granted by Work Schedule			
8 hr-5	9-80	4-10	12 hrs	8 hr-5	9-80	4-10	12 hrs
0 hrs	0 hrs	0 hrs	0 hrs	16 hrs	18 hrs	20 hrs	24 hrs
1-8 hrs	1-9 hrs	1-10 hrs	1-12 hrs	12 hrs	13.5 hrs	15 hrs	18 hrs
9-16 hrs	10-18 hrs	11-20 hrs	13-24 hrs	8 hrs	9 hrs	10 hrs	12 hrs
17-24 hrs	19-27 hrs	21-30 hrs	25-36 hrs	4 hrs	4.5 hrs	5 hrs	6 hrs

Employees who are granted 2 days personal leave credits may choose cash instead of time off.

Up to 4 prearranged medical or dental appointments will not count toward sick leave usage for the above schedule.

F. **Long-Term Disability**

An employee will be permitted to use his/her sick leave in those situations in which the illness meets the disabled definition of the District's Long-Term Disability Plan.

ARTICLE 13

LEAVES OF ABSENCE

1. GENERAL

An authorized leave of absence is leave that is approved in advance. An unauthorized leave of absence is leave that is not approved in advance. An extended leave of absence is an unpaid leave that is more than six months.

2. LEAVE OF ABSENCE WITH PAY

A. Death In Family

If there is a death in an employee's family and the employee has been continuously employed for six months or more, they may be allowed up to three workdays leave of absence with pay. Employees who take paid time off on Bereavement Leave on a regularly scheduled workday will be credited with the number of hours they were regularly scheduled to work.

This leave is not granted automatically and the employee's area head will consider the following types of factors prior to approving the employee's request: the relationship of the deceased; the employee's responsibility for arrangements; the date and place of the service.

B. Election Days

The polls are normally open long enough to allow employees to vote either before or after work. However, should an emergency work situation make it unlikely the employee will be able to vote, their supervisor will grant them a maximum of two hours paid time off to vote in any statewide general election.

C. Court Appearance

The District will allow regular employees to take time off with pay for authorized court appearances.

1) Jury Duty

a) Notice of Jury Duty

An employee's supervisor should be informed as soon as the employee receives the initial notice or questionnaire for jury duty. If it appears that employees in the employee's work group are being called for an unreasonable share of jury duty, or if it is imperative they be relieved from this commitment, their supervisor can request the Jury Commissioner to postpone the employee's jury duty.

b) Jury Duty Pay

When employees are called for jury duty, the District gives them time off from work with pay. An employee's pay is no longer reduced by court pay they may receive.

Leave of Absence With Pay (Cont.)

c) Length of Jury Duty

Since employees may be called for jury duty late in the morning or released early in the day, their supervisor may require employees to work the remaining fraction of the workday. If employees do not comply with this obligation, they will not be paid their District salary for the time not at work. Employees may also be subject to disciplinary action.

d) Time of Jury Duty

Jury duty occurring at times other than an employee's regular work hours does not typically excuse them from working their normal shift. Employees may be excused only if the jury duty required their service for 8 hours during the 16 hours immediately preceding their regular shift. This does not, however, in any way authorize payment of overtime in the event employees actually decide to work.

e) 12-Hour Shift

Jury duty will result in the employee being rescheduled to an 8-hour day shift, Monday through Friday, while on jury duty with the employee guaranteed a 40-hour workweek. If released from jury duty prior to the end of the workweek, the employee will be returned to relief duty for the remainder of the week.

2) **Duty as a Witness**

a) Under Subpoena

If employees are subpoenaed as a witness in a civil or criminal trial or hearing, they must give their supervisor a copy of the court order requiring them to appear. Employees may be given paid time off for this appearance.

b) Expert Witness

If employees are called as an expert witness, and the District has no interest in the trial, employees must use their personal leave credits for the time off.

3) **Involvement as a Plaintiff or Defendant**

If employees are personally involved in a court case as the plaintiff or defendant, the District will not provide them with paid time off to appear in court or to transact business associated with their case. The employee's supervisor may, however, grant personal leave in such cases.

D. **Professional Leave**

Upon recommendation of an employee's department manager and approval by the General Manager, the District may allow them to participate to a reasonable extent in the activities of a professional organization without loss of pay. However, the District will not reimburse the employee for travel or other expense unless the District receives a direct benefit from their activities, as determined by their department manager.

Leave of Absence With Pay (Cont.)

If employees hold a major national office in a recognized professional association, they may be allowed absence with pay for travel required in the performance of their duties as an officer. Such absence with pay shall normally not exceed ten working days in a calendar year.

E. **Short-Term Union Business**

Employees who are granted leave-of-absence from the District to work for the Union remain on the District's payroll. Employees will continue to receive PERS contributions and service credit. The District in its sole discretion reserves the right to deny a requested leave-of-absence.

- 1) The Union shall reimburse the District for the employee's salary plus fringe benefit costs while the employee is on the leave-of-absence.
- 2) This provision will apply to leaves-of-absence for six months or less.
- 3) Requests shall be made at least two weeks in advance and directed to the Manager, Labor Relations unless otherwise agreed to between the District and the Union.
- 4) The Union agrees to indemnify and hold the District harmless against any and all liability for loss, damage, cost or expense which the District may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of property, including the loss of use thereof, arising out of or in any way connected with the herein described program, whether or not due in whole or in part to any act, omission or negligence of District, active or passive, excepting only such injury, loss or liability as may result from the criminal or willful misconduct of the District, its agents or employees, other than employees participating in this program.

a) Workers' Compensation

Where payments are made to District's employees under a workers' compensation or disability benefits law for bodily injury or death arising out of or in any way connected with the herein described program, the Union shall make full and complete reimbursement to the District to the extent such payment increases the District's workers' compensation or disability benefit costs, whether such increase in costs occurs in the form of an increase in premiums or contributions, reduction in dividends or premium refunds, or otherwise.

b) Notice and Defense of Claims

In the event any claim or demand is made or suit or action is filed against the District alleging liability for which the Union shall indemnify and hold harmless the District under this Section, the District shall promptly notify the Union thereof, and the Union shall at its sole expense bear the cost and expense including legal fees to settle, compromise or defend the same in such manner as it, in its sole discretion, deems necessary or prudent.

Leave of Absence With Pay (Cont.)

c) Insurance Representation

The Union agrees to carry the amount of self-insurance or comprehensive liability insurance, including contractual liability coverage, covering the indemnification and defense obligations set forth herein, subject to such types and amounts of self-insurance, retentions or deductibles as are consistent with good business practice in the industry.

3. LEAVE OF ABSENCE WITHOUT PAY

A. Leave For Personal Business

Employees may be granted leave for urgent or substantial personal reasons such as caring for their newborn child, being appointed or elected to an employee organization which requires their services in connection with District activities, and furthering the employee's education. Employees must use all of their personal leave before starting their unpaid leave or take a lump-sum cash payment for their accumulated personal leave.

B. Medical Leave

Employees may be granted a leave for illness if they are regular, permanent or probationary employees. Employees must use all their sick leave and personal leave before going on a medical leave of absence. Employees may keep up to 10 days of personal leave credits when they begin to use LTD benefits. The leave will be granted for a reasonable period of time for employees to recuperate from a disabling illness or injury. The General Manager must approve leaves of more than one year.

4. MATERNITY LEAVE

A. Pregnancy Disability Leave

Pregnancy disability is defined as the time employees are temporarily disabled due to a pregnancy, childbirth, or related medical condition. The employee's supervisor may request a doctor's verification of their physical condition.

Employees may take up to four months of leave for pregnancy disability. The District requires employees to use their sick leave first. If employees have exhausted their sick leave credits and are still physically unable to return to work, they may choose to use their personal leave before taking unpaid leave.

B. Nonmedical Maternity Leave

Nonmedical maternity leave covers the time that employees are preparing for, or caring for their newborn child, but are physically able to work. Employees may take up to 12 workweeks of leave in each payroll year as cited in the federal Family Medical Leave Act and the state California Family Rights Act. Employees must use their accrued sick leave and any accrued personal leave over 80 hours before taking unpaid leave.

5. **EFFECTS OF LEAVE ON DISTRICT BENEFITS**

A. **Leave of Absence With Pay**

There is no effect on employee benefits.

B. **Leaves of Absence Without Pay**

1) **Personal Leave and Sick Leave**

While employees are on an unpaid leave of absence, they will not earn personal leave or sick leave credits.

2) **Salary Increases**

Employees will not be eligible for salary increases or other benefits or considerations where service is a factor.

3) **Long-Term Disability (LTD)**

If employees are on an unpaid leave of absence and they become disabled, they may be eligible for LTD consistent with the plan eligibility.

4) **Health, Life, and Dental Coverage**

a) **Medical Leave**

If employees are regular employees on a leave of absence for illness or injury, they may continue participating in the group health, life, and dental plan. The District will pay its share of the premium under the provisions of the contract. The coverage in most cases will continue until employees are well enough to return.

b) **Personal, Education, and Non-medical Maternity Leave**

If employees are regular employees, they may continue participating in the group health, life, and dental plans. However, the District will only pay its share of the premium for the first three months of leave. Beyond that time, employees will be responsible for the entire premium.

5) **Holidays**

Employees are not eligible to be paid for holidays when they are on unpaid leave of absence the day before and the day after the holiday.

6) **PERS and Social Security**

No contributions are made by the employee or the District when the employee is on an unpaid leave of absence.

6. **EFFECTS OF LEAVE ON PAYROLL DEDUCTIONS**

A. **Less Than One Year**

If employees' leave was less than a year, their payroll deductions (Deferred Compensation, United Way, Credit Union, Union Dues, etc.) will be reestablished upon their return.

B. **One Year Or More**

If employees' leave was for one year or more, they must reestablish the deductions upon their return.

7. **ABUSE OF LEAVE**

A. **Expiration of Leave**

If employees fail to return to work upon the expiration of their leave of absence, their employment with the District may be terminated.

B. **Inappropriate Use of Leave**

If employees use their leave of absence for purposes other than for which it was granted, their leave of absence may be terminated, and their employment with the District may also be terminated.

C. **Unauthorized Leave of Absence**

Absence without approved leave, voluntary or involuntary, for five consecutive workdays constitutes resignation from District service, as of the last day worked.

See the Automatic Resignation Article, for further details.

8. **MILITARY LEAVE OF ABSENCE**

The District provides time off and other benefits to employees called to active duty or participating in periodic reservist training and other military activities. In accordance with federal and state laws, the District provides job protection for reemployment after military service without loss of seniority, status, and pay.

A. **Eligibility and Approval**

Employees are eligible for this leave if they have completed a year of continuous service with SMUD or have a combination of continuous District service and prior reservist or active military service totaling one year, unless they are not regular employees. The employee's manager approves military leave.

B. **Service Time Credit**

Employees' time on military leave of absence counts as District service for calculating benefits unless they are on leave without pay in situations not related to active duty call-up.

Military Leave of Absence (Cont.)

C. **Benefits Determination**

1) **Reserve Training and Other Military Activities**

Employees will receive full pay and benefits for up to 30 regularly scheduled work days or no more than 240 hours in a payroll year. For more than 30 days, employees may use their accumulated personal leave or go on leave without pay. Inactive military duty such as weekend drills does not qualify for military leave, and employees will not be granted paid time off for such duty.

2) **Active Duty**

Employees will be placed on paid leave and will receive the difference between their military base pay and their regular salary and continue their existing health and welfare premium arrangements for up to six months of active duty. After six months of active duty employees will be placed on leave without pay and will be required to pay all further benefits premiums. Employees will receive a week's personal leave on their return from a duty of more than 180 calendar days in recognition of their need for rest and recuperation.

3) **Leave Accruals**

When on a leave without pay while on military leave, an employee's personal and sick leave accruals are suspended.

4) **Personal Leave Lump Sum Payout**

Employees called up for active duty may request a lump sum payout for their accrued personal leave.

5) **Holidays**

Employees on military leave are eligible for paid holidays except when on leave without pay.

6) **Deferred Compensation**

Employee's arrangement remains in effect unless they wish to change it.

D. **Employee's Responsibility**

Employees are expected to request a leave of absence with as much advance notice as possible. Employees are expected to keep their manager advised of their leave situation and, for active duty call-ups, notify Human Resources at least two weeks prior to expiration of their leave to discuss their return to work.

Military Leave of Absence (Cont.)

E. **Return from Leave**

When employees are ordered to active duty and return within 5 years of call-up, they are entitled to return to their former position if it still exists. If it has ceased to exist, employees will be reinstated into a comparable position. If employees were ordered to active duty during war, national emergency, national conscription, or pursuant to order of the United Nations, the 5 year limitation is not applicable. In order to be eligible for such a return, employees must not have received a dishonorable discharge. Employees must also reenter a position within six months of the termination of active service or within twelve months of the date on which they could have terminated from active service, whichever is sooner.

For reserve training and other military activities, when the employee's service period is 30 days or less, they must report back to work on their next regularly scheduled work shift after a reasonable time to arrive home, rest, and travel to work. When the employee's service period is from 31 to 180 days, they must report to work no later than 14 days following completion of service. For service of more than 180 days, the employee must apply and return to work no later than 90 days after completion of military service. Exceptions are made for employees injured or disabled during service. Such employees should contact Human Resources.

F. **Additional Voluntary Service**

All requests for additional voluntary active duty must be submitted to the employee's manager for consideration and approval. The employee's manager may contact their commanding officer to determine the absolute necessity of the request. If the employee's request is approved, they will be paid leave within the limits set forth in this Article.

ARTICLE 14

EXPENSES

1. **INTRODUCTION**

The District will pay for or reimburse employees for authorized expenses relating to District business.

2. **PERSONAL VEHICLE USE**

A. **Authorization**

Employees may be authorized by their Department Manager, Area Head, or Program Manager to use their own vehicle on District business.

B. **Personal Liability**

Employees should have adequate limits of protection under their personal automobile liability policy. District insurance does not cover an employee's own personal liability if they are in an accident.

C. **Mileage Reimbursement**

- 1) Mileage reimbursement rates are per IRS Guidelines up to the equivalent common carrier fare at the time of departure.
- 2) Incidental travel expenses (i.e., bridge tolls and parking) will be reimbursed at cost.
- 3) Mileage claims for trips to the Sacramento Airport are generally limited to the shortest round trip distance between either:
 - a) Employee's work headquarters and the airport; or
 - b) Employee's home and the airport.

Note: Special circumstances (i.e., trips by spouses, loss of car pool privileges, or leaving on a weekend) may qualify for increased mileage allowances. Employees should discuss possible exceptions with their Department Manager.

3. **TEMPORARY CHANGE OF HEADQUARTERS**

A. **General**

If employees are temporarily assigned a change of work headquarters, the District will assure that they have appropriate lodging, meals, travel time, and transportation or mileage reimbursement to enable the employee to maintain their expected level of performance and to minimize any disruption to their customary standard of living.

Temporary Change of Headquarters (Cont.)

B. Reimbursement

- 1) If employees are temporarily assigned to a work headquarters at such a distance from their permanent headquarters that it is not practical for them to commute daily, they shall be entitled to expense allowances as follows:

- a) Per Diem

Per diem per IRS guidelines is provided to cover such costs as meals, coffee breaks, snacks, newspapers, dry cleaning, laundry, personal phone calls, tips and taxes. The per diem rate covers all full days (midnight to midnight). Fifty percent (50%) of the rate will be paid for the first and last day, due to the reduced expenses.

- b) Lodging

The District will designate employees' lodging and pay for its cost. If employees choose to stay at another location, the District will pay the cost of that lodging up to the amount of the lodging originally selected by the District.

- c) Travel Time

Employees will be paid travel time each way for the actual commute required at the appropriate overtime rate from the designated lodging to the job site, up to a maximum of one hour each way. Travel time at the appropriate rate will be paid to employees on the first and last day of the job. Each 45 miles will equal one (1) hour of travel.

- d) Transportation

Transportation may be provided or arranged for by the District from the designated lodging to employees' temporary work headquarters. If a District vehicle is not provided, employees will be authorized to use their own vehicle.

When employees use their own vehicle, they will be reimbursed for any mileage in excess of ten miles from the designated lodging to and from their temporary work headquarters under the private automobile reimbursement rates.

- 2) Employees will not be eligible for any of the above expense allowances if they live closer to the temporary headquarters than they do to their permanent headquarters.

C. Special Circumstances

If special circumstances exist at the time a temporary change of work headquarters is to be made, and it is in the best interest of the District, the District will meet and confer and may agree upon reasonable alternatives to the above expense allowances for meals, lodging, travel time, and transportation in advance of the assignment.

Temporary Change of Headquarters (Cont.)

1) **Temporarily Assigned To Work In The Back Country**

- a) Participation will be on a voluntary basis only.
- b) Employees will be paid per diem (IRS Guidelines for Low Cost Area) for meals and incidental expenses, plus \$35.00 for lodging. This will be paid for each workday assigned to the back country.
- c) Since this location is in a remote area, the employees are expected to provide their own food and camping facilities.
- d) The per diem also covers the first overtime meal that may be earned.
- e) The employee has the option of returning to Fresh Pond every 6th day.
- f) This policy will be continued with mutual agreement between the District and the Union. After an official request has been made in writing to discontinue this policy, a 90-day cooling off period will be observed prior to the actual termination date. It is the intention of the District and the Union to work together to resolve any unforeseen problems that may arise in administering this policy.

D. **Daily Commute**

- 1) If employees are temporarily assigned to a work headquarters and the distance is such that they can commute daily from their home, they will be paid travel time each way as follows:

	Fresh Pond	Headquarters	Rancho Seco	Elk Grove	McClellan
Fresh Pond	-	1 hour	1½ hours	1½ hours	1 hour
Headquarters	1 hour	-	1 hour	½ hour	½ hour
Rancho Seco	1½ hours	1 hour	-	½ hour	1 hour
Elk Grove	1½ hours	½ hour	½ hour	-	½ hour
McClellan	1 hour	½ hour	1 hour	½ hour	-

- 2) If employees live closer to the temporary headquarters than their permanent headquarters, they will not be paid travel time since they are already benefiting from the reduction in their normal commute.
- 3) If employees are not provided with District transportation for the temporary change of headquarters, they will be paid for any additional commute in mileage as a result of the headquarters change.

E. **Formal Training Purposes**

For formal training purposes, including apprentice training, employee's reporting headquarters may be temporarily changed (less than 12 months) without additional compensation, if their round trip commute distance is not increased by more than 10 miles.

4. **TRAVEL EXPENSES**

Employees may choose per diem reimbursement or provide receipts for reimbursement of actual expenses. Employees are expected to exercise sound judgment and common sense whenever they incur expenses.

A. **Per Diem Purpose**

Per diem is provided to cover such costs as meals, dry cleaning, laundry, personal phone calls, tips, and taxes.

B. **Per Diem Eligibility**

Employees will be paid per diem if they are traveling away from the District for an extended time (normally nine calendar days or longer).

C. **Per Diem Rates**

- 1) Per diem rates are per IRS Guidelines. Contact travel arrangers for individual meal breakdown.
- 2) The per diem rate covers all full days (midnight to midnight). Fifty percent (50%) of the rate will be paid for the first and last day, due to the reduced expenses.
- 3) The per diem rate does not include lodging expenses.
- 4) If the Department Manager determines that the per diem rate is insufficient for the circumstances, he/she may authorize use of the meal allowance rates and actual costs for incidental expenses. This may result from an employee traveling to a number of different locations or to a high cost-of-living area.
- 5) Per diem rates should be requested under the "Meals" area of the Travel Claim.
- 6) Contact department travel arrangers for further information.

5. **MOVING EXPENSES**

The District reimburses eligible employees for authorized relocation expenses.

A. **Eligibility For Relocation Expenses**

1) **New Employees**

Reimbursement may be authorized for new employees, if it is necessary to recruit outside the Sacramento area.

2) **Current Employees**

Reimbursement for relocation expenses may be authorized for a regular employee who is transferred at management's request for more than 12 months from one work location of the District to another location. District worksites are Sacramento (which currently includes 59th Street, Customer Service Center, and Headquarters Campus), McClellan, Elk Grove Yard, Rancho Seco and Fresh Pond. The commute distance from the employee's current residence to the employee's new headquarters must exceed 30 miles one way.

Moving Expenses (Cont.)

Each situation will be reviewed on an individual basis taking into consideration the reasonableness of the proposed request. No request will "automatically" qualify for reimbursement.

3) **New and Current Employees**

All regular relocation expenses must be repaid in full to the District if, for any reason other than a District initiated reduction in force, employment is terminated within one year from the employee's start date.

B. **Reimbursable Expenses**

When authorized by the District, an employee will be reimbursed for relocation expenses as shown below:

Note: Relocation expenses paid to a new or current employee, or to a third party for the employee's benefit, are considered compensation, and will be added to the employee's W-2 statement at the end of the year. Federal and State laws require the withholding of payroll taxes from certain relocation expenses. The District's Accounting Department will notify the employee of the total relocation expenses to be included on the W-2, and of additional withholding of taxes if required.

1) **Orientation/Housing Visit**

After a candidate has accepted a job offer from the District (or tentatively accepted with the approval of the Department Manager), an orientation/ housing visit may be authorized to orient the employee and spouse to the Sacramento area and provide them an opportunity to look for housing. When authorized, the District will arrange for and pay for up to five days and four nights expenses including:

- a) Airline expenses (paid directly to vendor by the District);
- b) Actual hotel expenses (paid directly to vendor by the District);
- c) Daily meal allowance for the candidate and spouse at the maximum rate allowed by the IRS;
- d) A rental car for use during the visit.

2) **Moving Expenses**

The District will pay the moving company directly for the following services, when authorized, upon completion of the move:

a) Household Goods and Personal Property

The cost of packing, loading, transporting, unloading, and unpacking household goods and personal property up to a maximum of 15,000 lbs., (excluding passenger vehicles).

Moving Expenses (Cont.)

b) Passenger Vehicles

The cost of shipping and insuring in transit two (2) passenger vehicles by a moving company car carrier service when the move is more than 500 miles. If the move is less than 500 miles only one (1) vehicle will be moved and insured in transit by the moving company's car carrier service at District expense. Passenger vehicles include cars, trucks (without camper), passenger vans, and mini-vans.

c) Insurance

The cost of moving protection insurance for the actual value of household goods and personal property.

d) Storage in Transit

The cost of a one-time warehouse handling charge, storage charges for a maximum of 30-days, and delivery charges out of storage at the point of destination for household goods and personal property.

Any additional charges for storage-in-transit at point of origin, extra pick-up and deliveries, entry into pallets, and storage charges in excess of 30-days must be paid by the employee directly to the moving company.

e) Appliance Service

The cost of routine servicing and re-servicing of major appliances at origin and destination.

3) **Living Expenses While Traveling**

a) New Employees

New employees are paid a daily living allowance to subsidize housing, food and incidental expenses. Rates are \$40.00 each for the employee and their spouse, and \$15.00 per child. The number of days allowed for living expenses while moving is one for every 350 miles over the first 150 miles. Employees are limited to one day's allowance if traveling by air.

b) Current Employees

Reimbursement for living expenses while traveling will be determined and authorized in writing on an individual basis prior to the actual move.

4) **Transportation Expenses**

Actual transportation expenses will be paid by the District for the employee and the employee's immediate family, from current residence to the District's facility.

Moving Expenses (Cont.)

Transportation will be by the most direct route, using:

- a) Air Coach; or
- b) First Class Rail Fare and roomette during overnight travel; or
- c) Automobile, whichever is more economical.

If employees drive in lieu of shipping their automobile(s), the District will reimburse them at the maximum rate allowed by the IRS for their first car, and 75% of the maximum for their second car. The Accounting department approves the mileage calculations.

5) **Temporary Living Expenses**

The District provides new employees a daily living allowance for up to 30 days until they move into housing. Rates are \$40.00 each for the employee and their spouse and \$15.00 per child.

C. **Nonreimbursable Expenses**

The District will not pay or reimburse employees for expenses over the limits indicated or for coverages not described. Contact the Human Resources department for a detailed list of coverages, limits, and exclusions.

D. **Claims Against the Moving Company**

All claims against the moving company for lost or damaged goods should be negotiated directly between the employee and the moving company or the insurance company.

E. **Advance Payment**

The District will not make advance payment to the employee for any expenses. The District will normally pay the moving company directly for authorized moving expenses, and will pay the vendor directly for authorized air and rail transportation, temporary housing, and rental car use. The District will reimburse the employee for other authorized travel and living expenses upon completion of the move, when employment has commenced, and in accordance with procedures indicated herein.

F. **Approvals**

All relocation expenses require advance written AGM approval within the limits specified in this Agreement. All exceptions to the limits and items stated in this Agreement require advance written approval of the General Manager.

6. **MISCELLANEOUS REIMBURSABLE EXPENSES**

A. **Registration and Licensing Fees**

The District will pay 100% of registration or licensing fees and the cost of maintaining a registration or license when the District requires it for employees to perform their job. Regular driver's licenses are exempted. The District will pay all initial license fees and all but \$10 of the renewal fee on renewals for commercial drivers' licenses.

B. **Organizational Membership Fees**

The District will pay organization membership fees when membership is held in the District's name and when the District requires the employee to be a member of an organization.

The District will pay 100% of the membership fee for any employee who wants to join SMUD's Toastmaster Chapter.

Professional organizations' membership fees are generally reimbursable. Service, social, and labor organizations' membership fees are not normally reimbursable.

C. **Business Meeting Expenses**

Employees will be reimbursed for expenses associated with any meeting they are required to attend as a District representative. Approval is required at the area head level or above. Employees are not normally eligible for reimbursement in other situations. The department manager level or above may approve exceptions.

D. **Communications Expenses**

Employees may be reimbursed for the actual cost of telephone calls, faxes, telegrams, etc. when those costs are connected with official District business. Approval is required at the area head level or above.

E. **Miscellaneous Expenses**

Other miscellaneous expenses may be reimbursable when spent conducting District business.

7. **PERSONAL TOOLS**

Employees in certain job classifications are required to provide some or all tools that are needed to perform the duties of their job. These tools will be replaced by the District if they are worn, lost, or stolen under certain conditions. This policy does not apply to Rancho Seco employees. Procedures at this work location are established by the responsible department managers.

A. **Responsibility**

1) **Employee**

- a) To provide all tools listed on the tool list for the job classification.

Personal Tools (Cont.)

- b) To provide tools of good quality and that meet the District's safety standards.
- c) To take all reasonable precautions to protect tools from theft, including locking them up when not in use. It is understood that some trucks may be unlocked for emergency use.
- d) To report in a timely manner tools lost or broken on a District job, or stolen as a result of a forcible entry on District property.

2) **Department**

- a) To inspect the required tools employees provide to ensure the tools meet District standards.
- b) To maintain a current list of job classifications required to furnish tools.
- c) To maintain a current list of all tools that are required for each job classification.
- d) To inform tool room or office responsible for department tools of any additions or deletions to the list of job classifications or tools.
- e) To provide the employee who must furnish tools a listing of tools that are required.
- f) To provide a proper place to store tools under reasonably secure conditions to prevent loss due to theft.

3) **Tool Room Or Office Responsible For Department Tools**

- a) To replace tools when requested and approved by the employee's immediate Supervisor and Area Head.
- b) To maintain a file of employees who have had tools replaced. This file should contain the employee's name, job classification, department, tool replaced, and its cost.

B. **Conditions For Tool Replacement**

- 1) A tool listed on the tool list for the employee's job classification is replaced at District expense when it is:
 - a) Worn or broken by normal use on a District job;
 - b) Lost in the course of performing District work;
 - c) Stolen as a result of clearly identifiable forcible entry on District property.

Personal Tools (Cont.)

- 2) A tool will not be replaced by the District when it is:
 - a) Not listed for employee's job classification;
 - b) Worn or broken as a result of employee personal use or from other employment;
 - c) Lost or stolen because of employee negligence.

8. **DISTRICT TOOLS**

- A. The District provides tools to certain employees in various classifications. The tools are purchased for District business purposes and use. Each business unit will prepare guidelines to include:
 - 1) Determining tool needs for employees;
 - 2) Procedures for issuing and marking tools;
 - 3) Procedures for replacing broken or lost tools;
 - 4) Annual inventory of individual tool assignments;
 - 5) Procedures to follow in case of theft of tools;
 - 6) Procedures for personal use of District tools.

ARTICLE 15

GRIEVANCES

1. **INTRODUCTION**

It is the intent of both the District and the Union that grievances be resolved at the lowest possible level, in a timely manner to promote continuing cooperation between management, the Union and employees.

2. **DEFINITIONS**

A. A grievance is an employee objection to the application of a District rule, policy, or approved memorandum of understanding on personnel practices or working conditions to the employee's particular situation. An objection to the terms and provisions of a rule, policy, or memorandum of understanding is not considered a grievance. However, an objection to the way a rule, policy, or memorandum of understanding is applied in a particular grievant's situation would be considered a grievance.

B. Date of occurrence is the day the event that is the subject of the grievance occurred, or the date when the grievant reasonably should have been aware of the occurrence of the event that is the subject of the grievance.

3. **APPLICATION**

Employees shall have the right to represent themselves individually in their employment relations with the District. Employees may choose to use either this grievance procedure (with Union representation), or to represent themselves in grievances as defined above. For removals, discharges or suspensions, grievants may choose to use either the grievance procedure, or a General Manager's hearing as set forth in Section 10 of this Article.

4. **TIME LIMITS**

Time limits contained in this grievance procedure are mandatory. Failure to meet the time limits shall result in forfeiture by the party (District or Union) not meeting the time limits.

The parties may, by mutual written agreement, extend time limits for up to 5 working days. The District and Union may also, by mutual written agreement, waive any step in the procedure. Doing so does not change the procedures to be followed in later grievances.

5. **REPRESENTATION**

Employees who are grievants, representatives, or witnesses will be given time off with pay to attend hearings, and will be reimbursed for personal expenses (excluding legal fees) incurred in connection with the hearing.

If an employee is a grievant or witness in a formal grievance proceeding, they will be paid at the applicable overtime rate if they are requested to appear at such proceedings outside their regular work hours. Related overtime rules such as shift differential, travel time, minimum call-out time, and overtime meals do not apply.

6. **INFORMAL RESOLUTION**

Prior to the filing of a formal grievance, the employee and/or the Union representative should attempt to resolve workplace disputes by meeting informally with the involved supervisor. If the workplace dispute cannot be resolved informally, the employee and/or the Union representative may use the following procedures to resolve the matter.

7. **GRIEVANCE PROCEDURE**

A. **Step 1 - Manager**

The initial formal step in the resolution of a grievance shall be a meeting requested by the grievant and/or the Union representative with the grievant's department manager. This meeting shall be requested within 10 working days following the date of occurrence.

This meeting will be held within 5 working days from the date of request and will include the grievant, and/or the Union representative, the department manager, the immediate supervisor, other involved supervision, and any witnesses. The Union representative shall submit grievance form (SMUD Form-1773) to the manager in conjunction with this meeting. The representative will contact Labor Relations to secure an IBEW number for the grievance form.

Within 10 working days of this meeting, the manager shall submit a written response to the grievant and/or the Union representative, setting forth the basis for the decision regarding the dispute, including all supporting documentation.

If the parties are unable to resolve the grievance, the Union may refer the grievance to the Investigating Committee (IC). The referral must be received within 15 working days following receipt of the manager's response.

B. **Step 2 - Investigating Committee**

The IC will be comprised of the Manager, Labor Relations and the Union Business Representative. This Committee shall meet as soon as possible, but no later than 5 working days after receipt of the written grievance.

The IC, after discussions with the grievant, may resolve the grievance, conduct an independent investigation, or at the request of either party, refer the matter to a Fact Finding Team or to the Grievance Review Committee.

1) **Fact Finding Team**

- a) The Fact Finding Team (FFT) shall be comprised of one individual appointed by the District and one appointed by the Union.
- b) The IC will give the case to the FFT with specific time frames for completing the investigation. If required for a complete investigation, these time frames may be adjusted by the FFT.
- c) The FFT, with input from the grievant, the involved supervisor, and the IC, shall decide who will be interviewed.

Grievance Procedure (Cont.)

- d) The FFT shall arrange meetings with the interviewees.
- e) The FFT shall prepare a non-partisan report of its findings, and shall submit the report to the IC within 10 working days following completion of the investigation.

If the IC does not resolve the grievance, it shall be referred to the Grievance Review Committee (GRC) for consideration at its next regularly scheduled meeting.

C. **Step 3 - Grievance Review Committee**

The GRC shall be comprised of 6 members; 2 appointed by the District, 2 appointed by the Union and the 2 members of the IC. At least one of the Union members shall be a full-time representative of the Union and at least one of the District members shall be an AGM (or equivalent). The IC shall provide each member of the GRC all available information concerning the grievance. The GRC shall have a predetermined annual schedule of monthly meetings. Any monthly meeting will automatically be canceled if the GRC does not receive any grievances within 5 working days before the scheduled meeting.

Upon reaching a unanimous agreement, the GRC shall issue a written decision, signed by each member of the committee, to the involved parties and other individuals as determined by the Committee. The decision is final and binding.

If the grievance is not resolved by the GRC within 10 working days of the monthly meeting during which the grievance discussion is completed, either party may submit it to arbitration by serving written notice to the other party. The notice must be postmarked or received within 20 working days after the grievance was considered by the GRC at its monthly meeting.

D. **Step 4 - Arbitration**

If the grievance is submitted to arbitration, the District and the Union will mutually agree to the selection of an arbitrator. The arbitrator shall be limited to resolving grievable matters as defined in this Article as raised in the formal grievance originally filed by the employee. The arbitrator shall examine the case to the extent and manner justified. The conclusions of the arbitrator will be final and binding. The arbitrator shall have no power to alter, change, detract from, or add to the provisions governing the labor relations of the District and its employees, including, but not limited to, the MUD Act, MMBA, and this Agreement.

The fees and expenses for arbitration shall be shared equally by the Union and the District.

The parties mutually agree that they may resolve a dispute at any step in the process; however, resolution at Step 3 or below is without prejudice to the position of either party, unless mutually agreed to otherwise.

8. **GRIEVANCE SETTLEMENT**

The District will make every reasonable effort to effectuate remedies provided for in a grievance settlement within 30 calendar days of such settlement after receipt of all necessary information and/or documentation. The District shall pay the grievant within 30 calendar days after receipt of all necessary information and/or documentation, any monetary compensation provided for in the grievance settlement. If the District fails to effectuate the grievance remedy within 30 calendar days, the Union may file a grievance concerning that failure.

9. **GENERAL MANAGER'S HEARING**

No provision of this MOU shall be construed to restrict an individual from presenting disputes involving removals, discharges or suspensions to the District pursuant to Section 12161 et seq. of the California Public Utilities Code (outlined below) without the intervention of the Union. If an employee elects to proceed under this section, the procedures and grievance steps set forth in the foregoing sections of this Article, including arbitration, are not available to the employee.

What can be heard? Any grievance of a decision calling for removal, discharge or suspension.

Who can be heard? All District employees having appropriate grievances may appeal to the General Manager.

How to appeal? Written request for an appeal hearing must be filed with the General Manager by the grievant within 5 days of receipt of mailed notice of removal, discharge or suspension or prior to the effective date of action, whichever is later.

Who will hear it? The General Manager, upon receiving written request, will immediately appoint a committee of 3 to hear the case. The committee will consist of District officers, assistant officers (other than elected officials), department managers, or area heads. The General Manager will mail notice of hearing time and place to the last known address of person being heard.

Hearing and ruling on the grievance. The committee will examine the case to the extent that it feels warranted. The committee may, among other things, order the employee discharged, suspended, or reinstated. The committee's order is final unless further appealed to the General Manager within 10 days after the date of the order.

ARTICLE 16

DISCIPLINE

1. **INTRODUCTION**

Disciplinary action involving IBEW-represented employees will be handled in accordance with the Positive Discipline Program attached hereto as Appendix D.

2. **PROGRAM EXCLUSION**

The District's Substance Abuse Program, the District's Discrimination/Harassment Policy and the DOT Drug and Alcohol Program are "stand alone" programs and violations of these programs will not be subject to the provisions of this Article.

ARTICLE 17
PERSONNEL FILES

1. **INTRODUCTION**

Documentation concerning work performance, absenteeism, and disciplinary action may be put in the employee's official personnel file.

2. **GUIDELINES**

- A. The signature or initial of the employee should be obtained on these documents to confirm notification of such action.
- B. An employee is entitled to a copy of all such material upon request.
- C. An employee may have documents relating to work performance, absenteeism, and disciplinary actions removed if the documents are one year or older. However, documentation involving theft or insubordination may be retained for longer periods at management's option.

ARTICLE 18

PERFORMANCE EVALUATIONS

1. **INTRODUCTION**

Employee performance will be periodically evaluated and documented on a thorough, systematic, and objective basis.

2. **DURING PROBATION**

A. **Six-Month Probation**

Employees will be evaluated at the end of their third and fifth month.

B. **Twelve-Month Probation**

Employees will be evaluated at the end of their fifth and eleventh months.

C. An employee's supervisor may formally evaluate their performance at more frequent intervals.

3. **FOLLOWING PROBATION**

Employees will be evaluated at the time of their merit increase. If employees are at the top of their pay range, they will be evaluated annually.

4. **UPON TERMINATION**

Any employee may be evaluated if they resign, are laid off, or terminated. Employees with less than satisfactory performance at the time of termination are normally not eligible for rehire.

5. **UPON TRANSFER, PROMOTION, OR DEMOTION**

A position probation is required for every appointment to a new position. Those returning to their same classification do not serve a new probationary period while those returning to a comparable position in a different class must serve another probation. Performance Evaluations will be completed consistent with 2. above. In addition, an employee's supervisor in their prior department is required to complete an exiting performance evaluation to accompany their ESN moving them to the new department. Human Resources will not process the transfer ESN without the evaluation.

6. **WHEN APPROPRIATE**

Employees may be evaluated whenever their supervisor feels a written record of their performance is appropriate.

ARTICLE 19

PROMOTIONS

1. **INTRODUCTION**

States the District's policy and guidelines regarding promotions.

2. **PROMOTIONAL STARTING RATES**

A. **Promotion to an Hourly-Rated Classification**

When employees are promoted to an hourly-rated classification, their placement on the salary range will be based on the following considerations:

- 1) Quality and quantity of experience relevant to the classification.
- 2) Salary level and qualifications of other SMUD employees in the work group in the same class or class series.
- 3) Future opportunities for pay and benefits.
- 4) Availability of other qualified applicants.
- 5) Department labor budget.

Unless stated otherwise, if employees are promoted to an hourly-rated classification, they will start at the step that provides a minimum of a 2-1/2 percent salary increase.

This promotional increase is in addition to any scheduled merit increase that would have been received within 3 months from the date of promotion had the promotion not occurred.

The promotional increase will be applied to the employee's permanent classification salary rather than to any current or interim temporary promotional salary.

3. **PROMOTIONAL STARTING DATES**

Promotions are effective at the beginning of a payroll period. The effective date of a promotion will be no later than the beginning of the first payroll period following the employee's 2 weeks of notice to their supervisor. The actual release date will be mutually agreed upon by the affected department managers.

4. **CHANGE WITHIN HOURLY-RATED CLASSIFICATIONS WITH IDENTICAL STARTING RATES BUT DIFFERENT MAXIMUMS**

If employees move within hourly-rated classifications with identical starting rates but different maximums (either higher or lower), the specific step that they would move to in the new salary range is individually determined.

5. **ELIGIBILITY LISTS**

- A. Promotional eligibility lists shall continue to be certified for appointments for a period of 2 years from their inception, unless otherwise abolished through the normal Civil Service processes.
- B. Whenever eligibility lists are abolished, notification of the cancellation of the list should be sent to the Union representative. This is to assure that the Union is aware of the list cancellation and can answer or counsel employees as appropriate.
- C. Whenever there exists a current promotional eligibility list and an open eligibility list for the same position, for certification purposes, the promotional list takes precedence over the open list.

6. **TRANSFER/PROMOTION PROCESS**

Permanent civil service vacancies that are to be filled through internal examination and only open to District employees are listed as Transfer/Promotion opportunities. Civil Service Rules will establish which District employees are eligible to apply for transfer/promotion opportunities (i.e., Rule 2). Hiring departments will be responsible for conducting a transfer/promotion selection process in consultation with Human Resources staff. These vacancies will be posted as a Transfer/Promotion job announcement for a *minimum* of 10 working days.

An eligibility list may or may not be established from a transfer/promotion examination process. If an eligibility list is established, it will be maintained by Human Resources and governed by Civil Service Rule provisions pertaining to eligible lists, except that the list duration shall not exceed 6 months for classes represented by the IBEW.

The District at its discretion may post a notice to fill a vacancy using a 'Transfer/Eligible List' announcement, unless the only candidates able to apply are the incumbents on an eligibility list. 'Transfer/Eligible List' announcements will be posted for a minimum of five (5) working days. When filling a vacancy identified by a 'Transfer/Eligible List' announcement, the hiring supervisor may choose a qualified candidate from an existing Civil Service Eligible List or transfer a qualified employee in the same classification who has applied for the job in response to the 'Transfer/Eligible List' announcement.

Applicants not on a previously established Civil Service List, applicants who are not eligible for transfer, or applicants who have not applied for the job in response to the 'Transfer/Eligible List' announcement will not be considered for positions posted in this manner.

ARTICLE 20

TRANSFERS

1. INTRODUCTION

Qualified employees may move from one position to another, in either the same or in a different class through the transfer/promotion process or in some instances the reassignment or reallocation process.

2. TRANSFERS - ELIGIBILITY

- A. Employees may request a transfer from one class to another within or between employee groups if they possess the qualifications required to perform the job.
- B. Employees may take a voluntary demotion.
- C. The supervisor in the new department may establish a salary level lower than the employee's current pay based on the employee's knowledge and experience as compared to others in the same class.
- D. The effective date of the transfer is arranged between the supervisors. Employees should be released from their supervision within four (4) weeks from the date of request.
- E. See Civil Service Rules for further details.

3. MEDICAL TRANSFERS - ELIGIBILITY

The District may transfer employees from one class to another within or between employee groups if they have an illness or injury preventing them from continuing in their current position.

4. DEMOTIONS

Employees may move to a position or class with a lower pay range or rate of pay.

A demotion may be voluntary or involuntary and is made to a position whose duties the employee is qualified to perform. When Federal, State, or local regulations require an employee to obtain and maintain special qualifications and the employee is unable to obtain or maintain them, the employee may be transferred or demoted.

A demoted employee does not have to serve another probationary period if the employee previously completed probation in that class. An employee's salary may be reduced in order to be within the grade range of the new class.

5. ROTATION AND TRAINING ASSIGNMENTS - ELIGIBILITY

- A. Rotation and training assignments are for cross-training purposes. They allow the District and employees to maximize employee potential without a class change.

Rotation and Training Assignments (Cont.)

- B. In order to be considered:
 - 1) Employees must have successfully completed their probationary period; and
 - 2) Employees must possess the qualifications to perform the assignment; and
 - 3) Employee assignment must be approved in advance by the appropriate Assistant General Manager or the General Manager, after a review by the Manager, Human Resources.

- C. Employees retain their existing class and pay level. These temporary assignments are voluntary. They may be renewed when it is in the best interest of both the employee and the District.

ARTICLE 21

AUTOMATIC RESIGNATION

1. **INTRODUCTION**

Unauthorized leaves of absence can result in an employee forfeiting their District employment.

2. **AUTOMATIC RESIGNATION**

Absence without authorized leave, whether voluntary or involuntary, for five consecutive days is an automatic resignation from District service as of the last day worked.

3. **REHIRE**

An employee can request rehire from automatic resignation in writing to the department manager if submitted:

- A. Within ten days of department manager's mailing of acceptance of resignation to employee's last known address; or
- B. Within 90 days of the separation date if no notice of acceptance of resignation is mailed.

The employee must make a satisfactory explanation of the cause for the absence and reason for failure to obtain authorization.

The department manager may rescind the resignation and rehire the employee if satisfied that the reasons warrant rehire. The employee shall not be paid for any period of the unauthorized absence.

Authorized leave may be granted from the date of the department manager's decision to rehire, if the employee is unable to resume duties immediately.

ARTICLE 22

LAYOFF PROCEDURE

1. INTRODUCTION

If a reduction in force becomes necessary, the District will prepare a program that addresses the particular situation and will communicate it to appropriate bargaining unit representatives and employees. Affected employees will be notified at least ten working days prior to layoff.

Except as otherwise agreed to by the District and the Union, it is agreed that no IBEW-represented bargaining unit employee will be targeted for layoff during the term of this agreement. This provision does not apply to employees in positions that could be eliminated as a result of de-commissioning at Rancho Seco. However, if a reduction in IBEW-represented workforce at Rancho Seco becomes necessary, the District will prepare a program that addresses the particular situation, and meet and confer with the Union concerning the prepared program.

2. SEQUENCE OF LAYOFFS

Layoffs will be determined by classification. All non-civil service employees appointed to permanent positions, part-time employees, limited term employees, or temporary construction employees in the affected class will be laid off first. The District will determine the order. Civil service employees will then be laid off in reverse order of District seniority. Ties in seniority will be broken by management based on the business needs of the District. The names of those laid off will be automatically placed on a reinstatement list for a period of two years for their class and will remain on any other eligibility lists.

3. BUMPING

A civil service employee whose position is being eliminated may bump a person with less District seniority in the employee's same or immediately prior held class. The employee may also bump into a comparable or lower class position within the employee's class series and bargaining unit if necessary to avoid being laid off. Employees who bump will be automatically placed on the reinstatement list for a period of two years and will remain on any other eligibility lists. The employee must meet the minimum qualifications for the job. The Manager, Human Resources and the appropriate bargaining unit representative will review a challenge to the employee's qualifications. Determination that an employee is not qualified must be unanimous. A bumping employee will not have to serve another probationary period.

Employees with bumping rights will be offered a position at the highest level possible consistent with these rules. Employees who decline the position offered will be laid off.

4. REINSTATEMENT

A reinstating employee will be offered a return to the class that the employee left. The employee's salary will be reinstated to the same relative position in the salary range. The employee's District seniority will be restored as if the employee had not left. Sick leave balance and personal leave accrual rates will be restored. The employee will not accrue paid leave during the layoff period. The employee who passed probation in the class will not have to serve a new probationary period.

Reinstatement (Cont.)

A person failing to respond within ten working days of notification or declining an offer to return will be removed from the reinstatement list.

5. **WORKSITE AGREEMENT**

When a permanent change of worksite becomes necessary due to a reduction-in-force at that worksite, the employees at the worksite with the least amount of District seniority who are in the classification to be reduced will be impacted first; provided however, that a more senior employee at that worksite has not voluntarily accepted an offer to change worksites (any such offer would be extended for two workdays only). District worksites are Sacramento (which currently includes 59th Street, Customer Service Center, and Headquarters Campus), McClellan, Elk Grove Yard, Rancho Seco and Fresh Pond.

The impacted employee will have the opportunity to move to the least senior position in the same classification District-wide; provided however, that his/her District seniority is greater. For this purpose vacancies shall be considered to be the least senior positions within the classification.

Where multiple positions are involved, impacted employees shall choose their placement from among the equivalent number of least senior positions in order of their seniority; i.e., the most senior impacted employee shall have first choice of placement. Where multiple placements are possible at a single worksite, the District shall determine the placements at that worksite.

In the event no placement is possible within the same classification or the employee refuses a placement within the same classification, that employee shall be laid off unless the employee exercises his/her bumping rights under Civil Service Rule 6, Reductions In Force.

Should a vacancy occur in the same classification at a transferred employee's former worksite within 24 months of his/her displacement, the employee shall have a right of return to the former worksite in order of seniority.

ARTICLE 23

SUBSTANCE ABUSE PROGRAM

1. **INTRODUCTION**

Where there is evidence of drug or alcohol abuse or reasonable cause to believe such abuse exists, drug/alcohol screening may be performed in accordance with the Districts Substance Abuse Testing and Rehabilitation Programs attached hereto as Appendix E and F.

2. **RELATION TO DISCIPLINE**

The Substance Abuse Testing and Rehabilitation Programs are "stand alone" programs and violations of these programs will not be subject to the provisions of Article 16, Discipline.

ARTICLE 24

DOT DRUG AND ALCOHOL

1. **INTRODUCTION**

Compliance with U.S. Department of Transportation drug and alcohol testing requirements shall be handled in accordance with the District's Substance Abuse Testing and Rehabilitation Programs attached hereto as Appendix E and F.

2. **RELATION TO DISCIPLINE**

The Substance Abuse Testing and Rehabilitation Programs are "stand alone" programs and violations of these programs will not be subject to the provisions of Article 16, Discipline.

ARTICLE 25

PERSONAL APPEARANCE

1. **INTRODUCTION**

Personal appearance standards should be consistent with the nature of the work performed.

Responsibility: Supervisors are expected to apply standards of appearance and demeanor among employees.

2. **GUIDELINES**

Supervisors and employees should consider the following in determining personal appearance standards:

- A. The degree of public contact the employee's position involves;
- B. Whether the employee's personal appearance creates a health or safety hazard;
- C. Whether the employee's personal appearance interferes with the efficient performance of the job.

ARTICLE 26

EMPLOYMENT OF RELATIVES

1. INTRODUCTION

The District has guidelines for employing more than one member of the same family at the same time. Under certain circumstances relatives of employees will not be allowed to work for the District.

Note: For the purpose of this Article, relatives include husband, wife, father, mother, son, daughter, brother, sister, in-laws, grandchildren, grandparents, step-parents, step-children, step-brothers and step-sisters.

2. GUIDELINES

- A. As a general rule, it is not considered desirable to have relatives working together within a department. It may be permissible, however, if in the Assistant General Manager's judgment such a situation would not cause internal morale problems or external criticism of the District. Relatives should not, however, be assigned to the same crew or work unit.
- B. Under no circumstances will anyone related to an employee be assigned to direct supervision of that employee.
- C. Extenuating or unusual circumstances may be referred to the General Manager through the Manager, Human Resources for consideration and resolution.

3. NEW EMPLOYEES

- A. It is the District's policy not to hire persons who:
 - 1) Have a relative working for the District at the Assistant General Manager level or above, or as a member of the Board of Directors;
 - 2) Are related to the Manager, Human Resources; (Internal procedures have been established in the Human Resources Department to ensure Human Resources employees do not have access to examinations for which their relatives may be competing.)
 - 3) Would be assigned a student classification and have a relative working for the District;
 - 4) Would either directly or indirectly supervise or be supervised by a relative;
 - 5) Would be assigned to the same immediate supervisor of a relative;
 - 6) Are related to the Supervisor, District Security Operations or Security Specialist.

4. PROMOTIONS, TRANSFERS, AND MARRIAGES

In the event promotion, transfer or marriage places an employee in a position of close working conditions with a relative, the Assistant General Manager will review the situation to ensure adherence to this policy.

ARTICLE 27

OUTSIDE EMPLOYMENT

1. INTRODUCTION

An employee shall not be employed outside the District, or actively participate in any outside business, if such involvement conflicts with District employment.

Responsibility: The Department Manager has the responsibility to question and determine the appropriateness of an employee's outside employment.

2. GUIDELINES

- A. Employees considering outside employment should discuss the matter with their supervisor to determine if it will conflict or interfere with District employment.
- B. Supervisors and employees should consider the following in determining if the outside employment or business will conflict or interfere with District employment:
 - 1) The employee's mental and physical alertness to perform assigned duties;
 - 2) The employee's attendance during regular or rotating work hours;
 - 3) The employee's availability for such things as overtime, classroom instructions, meetings, or travel, outside regularly assigned work hours.
- C. Employees shall not engage in activities that could result in criticism to the District or provide the employee an advantage for personal financial gain at the District's expense. These conditions occur when the employee:
 - 1) Accepts payment for services that would normally be provided by the District;
 - 2) Deals in goods or services with persons contacted while performing District business;
 - 3) Acts as an advisor, consultant, or witness in matters which the District administers or which conflict with the District's interests;
 - 4) Has any financial interest in any contract, sale, or transaction involving the District;
 - 5) Uses District resources not available to the general public such as equipment, supplies, facilities, or information;
 - 6) Engages in any business transaction or undertaking which could influence their judgment or action on matters in which they may be involved as part of District employment.

ARTICLE 28

EDUCATIONAL ASSISTANCE

1. INTRODUCTION

SMUD provides financial aid to qualifying employees for education that is relevant to our business needs. This aid is normally in the form of a reimbursement, however employees can apply for an advance if they have a financial need to do so.

2. GUIDELINES

Permanent full-time and part-time employees in good standing are eligible as of their hire date.

Programs and classes sponsored by an accredited school qualify for educational assistance.

Costs for courses taken by an employee for his or her own personal enrichment are not covered. The costs of business oriented programs and classes are covered. Covered fees include:

- Tuition
- Textbooks
- Material and Service Fees
- Mandatory College Union Fees
- Mandatory Associated Student Membership Fees
- Application Fees
- Fees for Campus Parking Stickers

For full-time employees, all fees except tuition are reimbursed in full. Tuition by unit, quarter, or semester is paid at 100% up to an annual limit of \$1,500. Part-time employees are reimbursed at 75% of the rate paid to full-time employees.

Applications for reimbursement or advances are to be approved by the employee's supervisor and department manager. Employees should check with their manager before actually enrolling if they want to make sure a class or program will be approved. Approvals will be based on employee performance status, relevance of courses to business needs, and when the class or course is conducted. Educational assistance is normally provided for courses or programs attended outside of the employee's regular workday. Exceptions should be approved by the employee's manager. Employees must have proof of completion and expenses. Employees must receive at least a "C" in any graded course or a certificate of successful completion in a non-graded course. In a "refresher" course of no specific duration, employees must get proof of satisfactory attendance and progression, or attainment of an established goal. Courses must be started and completed while an employee of the District.

ARTICLE 29

INCLEMENT WEATHER

1. GUIDELINES

- A. When inclement weather prevents employees from performing routine energized work, climbing, or safely performing tasks in the field, they may be held pending emergency calls. The time can be used for performing safe tasks in the field, training or miscellaneous work.
- B. Permanent Civil Service employees who report for work on their workday, but are not required to work in the field because of inclement weather, are paid for the full day. Such employees who are not assigned other productive work (as provided above) may request to take the day as personal leave. If the request is approved, the employee will only be charged one-half hour for each full hour of leave taken.
- C. All non-regular employees may be released when inclement weather prevents them from working. They are paid only for the time worked, or the time they are held on District premises. However, they will receive a minimum of two hours pay for reporting to work.

ARTICLE 30

BENEFITS

1. INTRODUCTION

The District's benefits program is designed to be a valuable component of employees' total compensation that maximizes the value of the benefits offered for the dollars spent.

The comprehensive benefit program is an umbrella of protection and security that includes health, dental and vision insurance, disability, retirement, and supplemental retirement plans. These programs are designed to provide an employee with sufficient income and other benefits to minimize the financial impact of a catastrophic accident or illness on employees and their families.

2. ELIGIBILITY

All permanent full-time and permanent part-time employees (working at least 20 hours per week) will be eligible to participate in the different health and welfare benefit plans. Each benefit plan offered by the District has its own requirements for dependent eligibility and participation.

To receive medical and dental benefits as a SMUD retiree, an employee must have served at least the equivalent of five years of continuous District service immediately prior to retirement and be currently enrolled in the plans prior to service or disability retirement.

3. BENEFITS OFFERED

The District offers health and welfare benefits mandated by federal or state regulations such as Social Security, Unemployment Insurance, and Workers' Compensation. In addition to the mandated benefits, the following benefit options are offered:

- Medical
- Dental
- Vision
- Short Term Disability
- Long-Term Disability
- Employee Life Insurance
- Spouse Life Insurance
- Dependent Life Insurance
- Retirement through the Public Employees Retirement System
- Extended Compensation under Workers' Compensation
- Tax Deferred Plans - 457 and 401(k) deferred comp plans
- Fringe benefits

The following (new) schedule of co-payments shall remain effective during the term of this agreement, unless modified in writing by mutual agreement of the parties

Kaiser HMO

\$10 co-payment for office visits

\$35 co-payment for Emergency Room visits

Benefits Offered (Cont.)

\$10 co-payment for generic prescriptions
\$15 co-payment for brand name prescriptions

Blue Cross

\$10 co-payment for office visits
\$35 co-payment for Emergency Room visits
\$5 co-payment for generic prescriptions
\$15 co-payment for brand name prescriptions
\$35 co-payment for non-formulary prescriptions

The existing Medical Plan benefits will be maintained. The existing Medical Plan benefits include the co-pay structure of the plan.

4. **AGREEMENT TO MEET AND CONFER**

The District and the Union agree, upon a written request of the District, to meet and confer in good faith over any proposed changes to any of the provided health plans and related matters (for example: health plan coverage transferred to CalPERS health program). If an agreement is reached, this MOU will be modified accordingly. If the parties are unable to reach agreement, the impasse procedure set forth in Article 31, Section 16 will be used to resolve the impasse except that any ruling by an arbitrator will be advisory and not binding on the parties.

5. **DISTRICT CONTRIBUTIONS**

A. **Employee Medical Plan Contributions**

1. IBEW-represented employees shall contribute the following amounts monthly for medical care premiums for plan years 2007 through plan year 2012:

HMO	2007	2008	2009	2010	2011	2012
EE	\$17	\$18	\$19	\$20	\$21	\$23
EE+1	\$34	\$36	\$38	\$40	\$42	\$46
EE+F	\$45	\$48	\$57	\$60	\$63	\$69

District Contributions (Cont.)

PPO	2007	2008	2009	2010	2011	2012
EE	\$60	\$63	\$67	\$71	\$74	\$77
EE+1	\$120	\$130	\$140	\$145	\$155	\$160
EE+F	\$180	\$190	\$205	\$215	\$225	\$235

These contributions shall not change during the life of the contract unless the parties mutually agree to do so in writing. The District shall contribute the difference between the employee contribution and the monthly premium cost on behalf of the employee.

2. District shall take the necessary steps to enable IBEW-represented employee payroll deductions for medical premiums to be treated on a pre tax basis in time for implementation 1/1/07.
3. Hydro Employees – If no District-provided HMO plans are available to a Hydro employee in the zip code in which they reside, and they are required to enroll in a District-provided PPO to receive medical care benefits instead, his/her monthly medical premium payment will be limited to the following during the term of the contract:

HMO	2007	2008	2009	2010	2011	2012
EE	\$17	\$18	\$19	\$20	\$21	\$23
EE+1	\$34	\$36	\$38	\$40	\$42	\$46
EE+F	\$45	\$48	\$57	\$60	\$63	\$69

If an HMO is available to a Hydro employee and he/she chooses a PPO instead, his/her monthly medical premium payment will be as follow during the term of the contract:

District Contributions (Cont.)

PPO	2007	2008	2009	2010	2011	2012
EE	\$60	\$63	\$67	\$71	\$74	\$77
EE+1	\$120	\$130	\$140	\$145	\$155	\$160
EE+F	\$180	\$190	\$205	\$215	\$225	\$235

4. The District shall provide a monthly reimbursement of \$200.00 as an option to enrollment in District-provided medical plans to all IBEW-represented employees who can provide evidence of health care coverage outside of the District.

B. Retiree Medical Plan Contributions

All IBEW employees hired after January 1, 1991, who are eligible to retire from the District, will receive District provided medical contributions according to the following schedule:

<u>Years of Continuous SMUD Service</u>	<u>Percent of District Contribution</u>
Less than 10	0
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20	100

The District percentage of contribution toward the medical premium in effect at the time of retirement will remain constant throughout retirement. Every January 1, the District will recalculate the dollar amount of their contribution to reflect any changes in the medical premium rates.

For employees hired prior to January 1, 1991, the District will contribute one hundred percent (100%) of the retiree only portion of the premium for all District-sponsored medical insurance plans, 90 percent for dependents for the two lowest cost health insurance plans, and 85% for dependents for the higher cost plans.

District Contributions (Cont.)

For New employees hired after 1/1/07, who are eligible to retire from the District, and who retire prior to the age at which they are Medicare-eligible or age 65, the District shall provide medical care contributions on a prorated basis, according to the following schedule:

Years of Continuous District Service	% of District Contribution
Less than 10	0
10	25
11	27.5
12	30
13	32.5
14	35
15	37.5
16	40
17	42.5
18	45
19	47.5
20	50
21	55
22	60
23	65

Years of Continuous District Service	% of District Contribution
24	70
25	75

For employees hired 1/1/07 or after who retire with 25 years of service after the age at which they reach Medicare eligibility or age 65, the District shall contribute 100% of the retiree-only portion of the monthly premium for all District-sponsored health plans. For dependents of such retirees, the District shall contribute 90% of the monthly premium of the two (2) lowest cost health plans or 85% of the monthly premium for any other District-sponsored health plan.

C. **Dental Contributions**

The District will pay one hundred percent (100%) of the employee/retiree and dependent coverage as set forth in the High Option (Standard) plan including Sealant coverage.

D. **Vision Contribution**

The District will pay one hundred percent (100%) of the employee and dependent premium.

E. **Retirement - PERS**

Effective January 1, 2007, the District will increase the amount of employees' PERS contribution paid by the District (for the 2% @ 55 benefit formula) from 4.6% to 5.2%. Concurrently, the employee paid portion will decrease from 2.4% to 1.8%. Effective January 1, 2008, the District will increase the amount of employees' PERS contribution paid by the District (for the 2% @55 benefit formula) from 5.2% to 5.8%. Concurrently, the employee paid portion will decrease from 1.8% to 1.2%. Effective January 1, 2009, the District will increase the amount of employees' PERS contribution paid by the District (for 2% @55 benefit formula) from 5.8% to 6.4%. Concurrently, the employee paid portion will decrease from 1.2% to 0.6%. Effective January 1, 2010, the District will increase the amount of employees' PERS contribution paid by the District (for 2% @55 benefit formula) from 6.4% to 7.0%. Concurrently, the employee paid portion will decrease from 0.6% to 0.0%. For 12-Hour Shift employees, the District will make the appropriate PERS contribution for all regularly scheduled hours (including regularly scheduled hours at the overtime rate) up to the allowable maximum.

6. **DEFERRED COMPENSATION ENHANCEMENT PROGRAM**

A. **Deferred Compensation Matching Program**

The District will make \$330,000 yearly available to match employee contributions:

Deferred Compensation Enhancement Program (Cont.)

Employee participation in the matching contribution program is voluntary. In order to be eligible to receive matching funds, an employee must have successfully completed District probation (6 month or 12 months depending on classification) and must have made contributions into a 401 (k) account during the calendar year. The District's contribution into an employee 401 Plan account will not be considered an employee contribution.

In the January following the year the funds are made available, the funds will be distributed to the active accounts of employees who are: 1) still employed by the District, or 2) retired as of December 31 of the year prior to the payout. Employee/retiree must have an active account as of the day of distribution in order to be eligible to receive matching funds. The funds will be distributed on a dollar-for-dollar basis (\$1 District contribution for each \$1 employee contribution during the previous year) until the entire amount has been disbursed or all employees contributions have been matched. The monies will be dispersed equally to all employees up to the full amount available for matching or to the full amount of the individual employee contribution if it is less than the maximum available per employee. In the event employee contributions total less than the amount allocated for matching, the balance will not be carried over into future years.

B. Direct Contributions

The District shall make direct contributions to eligible IBEW-represented employee 401 (k) accounts according to the following schedule:

<u>District Service in years</u>	<u>Contribution</u>
Upon completion of year one (1) through five (5)	\$75 monthly
Six (6) through 10	\$100 monthly
11 through 15	\$125 monthly
16 through retirement	\$150 monthly

7. **TAX DEFERRED PLANS**

Election to participate in any plan other than the deferred compensation enhancement program described above is voluntary and compensation deferrals and program costs are paid by participants.

8. **LONG-TERM DISABILITY**

The District will pay one hundred percent (100%) of the employee benefit coverage as set forth in the plan.

Employees returning from LTD will have a right of return to their former headquarters unless their class is no longer used at their former headquarters or they are precluded from that location or class because of a medical condition. If the class is no longer used, the employee may voluntarily demote to any open position to which he/she is qualified at the former headquarters or transfer to another location where the class is still used.

9. **EMPLOYEE LIFE INSURANCE**

The District will pay the full cost of life insurance premiums for up to one times annual salary (rounded to the nearest \$5,000 worth of coverage). Additional life insurance coverage (1-1/2, 2, 3 or 4 times annual salary) is subject to carrier's qualifications and restrictions and costs are borne by the employee.

10. **SPOUSE AND DEPENDENT LIFE INSURANCE**

Employees can elect coverage for their spouse of up to 50% of the amount they have chosen through the employee life insurance plan. Employees can elect coverage for each of their dependent children in the amount of: \$2,500, \$5,000, \$7,500 or \$10,000 (maximum of 50% of their employee life insurance coverage).

11. **EXTENDED COMPENSATION**

The District will offer extended compensation to supplement temporary disability from an on-the-job accident. It is an advance against any permanent disability benefits employees may receive. Employees are eligible for extended compensation benefits on the first workday of absence after the day of the job-related injury or illness.

12. **OTHER FRINGE BENEFITS**

The District currently offers other benefits such as Employee Assistance Program, Wellness programs, Personal Computer Purchase Program, Educational opportunities, Ride Share Program, Child Care Center and child care tuition assistance. Some of these programs are fully sponsored by the District and others are supported and paid for by employees.

13. **SHORT TERM DISABILITY INSURANCE**

Effective Plan Year 2007, all permanent full time and permanent part time IBEW-represented employees working at least 20 hours a week on a fixed schedule may purchase coverage under the District's Short Term Disability Plan.

ARTICLE 31

MISCELLANEOUS

1. **DISTRICT PROPERTY ACCESS**

Official representatives of the Union will be permitted access to District property to confer with District employees on matters of employer/employee relations after receiving permission of the area supervisor so they will not interfere with work in progress.

2. **SAFETY**

The District and the Union agree that Joint Labor Management Safety Committees are an important factor in maintaining safe and healthy work environment for District employees.

It is further agreed, as soon as reasonably possible following ratification of this agreement, to establish Joint Labor/Management Safety Committees in departments employing IBEW-represented employees.

The committee shall consist of:

- One Representative appointed by the Union
- One Representative appointed by Management
- Work group representatives selected along geographic or functional lines
(number to be decided by the Department)

In addition to the above members, the Distribution Services committee will also include a Department Safety Representative and a representative assigned by the Corporate Safety Office.

The committee shall meet at least once each quarter and more often if needed to review safety activities in the department, to consider safety complaints raised by employees, foremen or safety representatives, to discuss safety issues of mutual concern to the parties, and to recommend corrective measures to the Department Manager.

The committee shall publish written minutes of each meeting, copies of which shall be distributed to other department safety committees, the District's Safety Office, and to Department employees.

3. **WORK GLOVES / PROTECTIVE CLOTHING**

- A. The District will provide for unlimited replacement of issued work gloves. When issued, gloves should be appropriately and permanently marked in a manner that identifies the employee receiving them. Upon certification by an employee's foreman-woman that a pair of issued gloves was lost without negligence by the employee, the District will sell the employee another pair of gloves at one-half its cost.
- B. The District will make available at an employee's request the use of protective clothing for other than hazardous substances. This clothing is to protect employee's garments from such things as oily or greasy substances.

4. **FLAME RESISTANT CLOTHING**

The District agrees to provide certain flame-resistant clothing to those employees who work on or near exposed electrical conductors or equipment energized at 50 volts (AC or DC) or greater. The clothing will be provided at no cost to the employees for purchase or maintenance.

A. **Affected Classifications**

Employees in the following classifications are required to wear flame-resistant clothing when exposed to the described hazardous conditions.

- Apprentice Cable Splicer/Electrician
- Apprentice Electrician
- Apprentice Electrical Technician
- Apprentice Lineman-woman
- Apprentice Meter Technician
- Building Maintenance Mechanic
- Cable Splicer/Electrician
- Cable Splicer/Electrician Foreman-woman, Light
- Combustion Turbine Technician
- Control Room Operator
- Electrical Technician
- Electrician
- Fault Locator
- Hydro Operator
- Line Construction Foreman-woman
- Line Equipment Operator
- Line Foreman-woman, Light
- Line Subforeman-woman
- Lineman-woman
- Load Management Services Technician
- Meter Technician
- Network Electrical Foreman-woman, Light
- Revenue Protection Representative
- Senior Meter Technician
- Senior Troubleshooter
- Substation Subforeman-woman
- Substation Foreman-woman, Light
- Tree Trimmer I, II, III, IV
- Troubleshooter

The above classifications are subject to change in accordance with Hazard Assessment Analyses, as outlined in the District Safety Program Manual.

5. **APPRENTICE INSTRUCTORS**

Journey-level or Light Foreman-woman-level employees who have volunteered to provide instruction for the after-hours (night school) apprentice training and are authorized and directed to provide instruction to Apprentices will be compensated in the following manner:

Apprentice Instructors (Cont.)

- A. An hourly rate of two times a Light Foreman-woman's regular straight time rate of pay or two times the employee's regular rate of pay (if higher).
- B. If a class session requires more than the normal two hours, the instructor will be compensated at the two times rate for each additional hour. The training coordinator or supervisor must approve additional hours in advance. C. An instructor may choose to take CTO in lieu of pay with advance approval of his/her supervisor.
- D. Based on the normal class session time requirements outlined above (2 hours of class contact and 1 additional hour), an employee would be credited with a total of 6 hours of CTO per class session.
- E. It is understood that either the flat rate method or the CTO method will constitute full compensation for a class session. Meal time, meal payments, and travel time will not be applicable.
- F. Course preparation time or instruction provided during normal working hours will be compensated at the employee's normal rate of pay.

6. **SMUD/IBEW JOINT APPRENTICESHIP TRAINING COMMITTEE (JATC)**

It is the intent of the parties to support the establishment of apprenticeship programs for certain IBEW-represented classifications where such programs are deemed appropriate. The IBEW and the District agree that such programs will be administered in accordance with the following provisions:

- A. The classification of positions and the selection (hiring) process shall be managed in accordance with the District's Civil Service Rules.
- B. The District retains the right to hire, evaluate and discipline any employee participating in an apprenticeship program, taking into consideration the recommendations of the JATC.
- C. Apprenticeship programs shall operate in accordance with the Apprenticeship Standards of the SMUD/IBEW Joint Apprenticeship Training Committee.

7. **JOINT LABOR-MANAGEMENT COUNCIL**

The District and the Union agree that it is essential to sound labor-management relations and to the economic progress of the District and its employees to make constant improvements in the District's operations in order to maintain efficiency and control costs. To accomplish this goal, it is essential that employees understand the basis for changes affecting their employment and working conditions.

It is also agreed that periodic discussions between Union and Management can promote good labor relations by preventing relaxation of standards with respect to training or the application of job specifications and other working conditions.

Joint Labor-Management Council (Cont.)

The parties to this agreement recognize that there are many issues outside of the collective bargaining agreement that are of mutual concern and interest to both labor and management and can best be handled through cooperative action. To this end, the parties agree to create a Joint Labor-Management Council.

A. **Purpose**

- 1) To provide a forum to understand issues of a general concern to both labor and management.
- 2) To provide a forum to evaluate ideas to improve productivity, quality of services and innovations within the District or the industry.
- 3) To refer matters to appropriate forums (i.e., Safety and Standards Committee, grievance procedure, etc.) for resolution.
- 4) To make joint recommendations to Executive Management on issues not resolved by other appropriate forums.
- 5) To provide appropriate communications to fulfill the charter of the council.

B. **Structure**

1) **Representatives**

The Council will be composed of a bi-lateral body of six (6) labor representatives appointed by the Union and an equal number of management representatives (one of which will be a member of the Executive Committee) appointed by the District.

2) **Meetings and Agenda**

The Council shall meet quarterly or as otherwise mutually agreed upon by the Council. The first meeting of the Council will be held within thirty (30) days of the ratification of this labor agreement.

Matters for consideration by the Council shall be addressed to the Union Business Representative or Supervisor of Labor Relations. They will set the agenda for Council. Either party may bring persons to the Council meeting whose input would be appropriate to understand the issues scheduled for discussion.

3) **Leadership**

The parties shall each select a representative to function as co-chairpersons of the Council.

4) **Authority of Council**

The Council will act by consensus.

8. **BULLETIN BOARDS**

The District will provide the Union adequate bulletin board space for the purpose of posting thereon matters relating to official Union business. The Union shall not post any matter derogatory to the District, its employees, or its customers.

Employees may advertise the sale or rent of their personal or real property on District bulletin boards.

9. **TOWER CLIMBING**

The Telecommunications Technicians agree to learn tower climbing techniques and the proper use of associated safety equipment. The District agrees to provide tower climbing training on an as needed basis. The Telecommunications Technicians agree to be available for tower climbing on a volunteer basis. If a sufficient number of volunteers cannot be found, technicians will be appointed in inverse order of District seniority. Technicians shall be allowed to decline such appointment for medical reasons or other reasonable circumstances.

10. **COFFEE BREAKS**

To provide consistency among all departments, employees will be allowed to consume coffee or other beverages at their work stations or work sites provided safe work practices are not compromised. It is recognized that in many work situations involving lengthy periods of high concentration, a brief pause to consume a beverage is reasonable so a quality work effort can be continued. However, it is the intent of this paragraph that these short intervals should have a minimum impact on productivity.

11. **SUCCESSOR CLAUSE**

The District agrees to make every effort to keep the Union informed of any discussions the District is having concerning the transfer of a significant District asset to another entity. The District's ability to do so will depend to some extent upon the nature of the negotiations and the parties with whom the District is negotiating. However, it is the intent of the parties that as soon as practical, the Union will be informed of any such discussions and will become involved in the implementation of any severance pay program.

12. **CONTRACTING OUT**

The District shall not contract any work normally performed by the IBEW bargaining unit if such contracting is intended to reduce or has the effect of reducing the regular work force by attrition, demotion, displacement or lay off. Further, prior to any reduction in force of IBEW-represented employees, affected IBEW employees meeting the minimum qualifications of the job being contracted will be offered any bargaining unit work being performed by contractors. These assignments will be of a temporary nature. All current rules concerning bumping and selection shall apply.

For the purpose of this agreement, contracting occurs when temporary positions are being filled by non-IBEW employees; outside contractors are performing work in the IBEW bargaining unit; and cross-training is in effect. The District agrees to notify IBEW in each instance of its intent to contract IBEW bargaining unit work.

13. **CONFLICT OF LAW**

If any provision of this MOU, or the application of such provision should be found invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this MOU shall remain in full force and effect.

14. **TECHNOLOGICAL CHANGES**

The District shall continue to provide the Union with as much notice as practicable of technological changes in its business that may have a significant effect on its work force. In such circumstances, the District and the Union shall then meet to study and endeavor to adopt appropriate solutions.

15. **NO STRIKES, NO LOCKOUTS**

During the term of this Agreement, the District agrees that there shall be no lockout, and the Union agrees on behalf of itself and the employees represented by it that there shall be no authorized, concerted failure to report to work, cessation or interruption of work, slowdown, strike, boycott or any type of organized or concerted interference, express or implied, direct, indirect, coercive or otherwise, with the District's business. The Union further agrees that, should any such acts be committed by any employee or employees, it shall openly and publicly denounce and discourage said acts.

16. **CONTINUATION OF OTHER TERMS AND CONDITIONS - ENTIRE AGREEMENT**

This MOU sets forth the entire understanding of the parties regarding the matters contained herein and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding such matters are hereby superseded. Except as provided in this MOU, it is agreed and understood that all benefits and working conditions provided by this MOU shall remain unchanged during the term of this MOU, unless expressly modified by mutual agreement through the meet and confer process.

With regard to terms and conditions of employment not expressly covered by this MOU, the parties recognize that during the term of this MOU it may be necessary or desirable for the District to make changes on matters within the scope of representation. If and when the District finds it necessary to make such changes, it will notify the Union at least 30 days prior to the proposed implementation. At the request of the union, the parties shall meet and confer in a good faith effort to reach agreement over such matters that fall within the scope of representation.

If the parties are unable to reach agreement, the impasse shall be resolved through the use of MED (iation)-ARB (itration). Agreements or decisions resulting from this process shall be binding on the parties.

Except as provided herein, this MOU shall become effective January 1, 2007 and will remain in full force and effect through December 31, 2012.

Dated: _____

**International Brotherhood of
Electrical Workers, Local 1245**

By: _____
Sam Glero
Business Representative

IBEW Team Members:

Dave Butler

Don Kreuter

Mark Flanders

Dan White

Ike Williams

Sacramento Municipal Utility District

By: _____
Mike Wirsch
Manager, Labor Relations

District Team Members:

Paul Bender

Steve Hallmark

Zane Maddox

Frankie McDermott

Phil West

Approved as to form:

Arlen Orchard
General Counsel

Approved:

Tom Dalzell
Business Manager

Approved:

Jan Schori
General Manager

APPENDIX A

WAGE RATES

District Will Provide IBEW-Represented Employee Wage Schedules to the Local Union 1245 Business Representative at the Time of Each Scheduled General Wage Increase or at the Time of Major Changes

APPENDIX B

CLASSIFICATIONS REQUIRING COMMERCIAL LICENSES

(Class A and B)

Crane Operator
Equipment Operator
Garage Attendant 1\
Hazardous Waste Foreman-woman, Light
Hazardous Waste Technician
Heavy Duty Equipment Operator
Hydrography Field Technician
Mechanic
Lead Vehicle Mechanic
Sr. Vehicle Mechanic
Vehicle Attendant
Vehicle Maintenance Aide
Vehicle Mechanic
Vehicle Mechanic Welder
Line Equipment Operator

Employees in apprentice positions for these classifications will also be required to possess the Commercial driver's license of the appropriate level.

Base wage rates for the above-listed classifications will be adjusted to include the appropriate Commercial driver's license premium as defined in Article 4, Section 3(B).

All employees in apprentice positions leading to status as a journey level employee in a classification that may require a Commercial driver's license must obtain and maintain a valid Commercial license throughout the period of their apprenticeship.

APPENDIX C

WORK AREA THRESHOLD LEVELS

General Services

<u>Building Maintenance</u>	<u>Required #</u>
Electricians	4
Carpenter / Utility Worker	1
Building Maintenance Mechanic / Crafts Worker	1
<u>Grounds Maintenance</u>	
Gardener / Utility Worker	3
<u>Service Crew</u>	
Utility Worker	1

Fresh Pond

	<u>Commercial</u>	<u>Endorsements</u>	
	<u>Total #</u>	<u>Tanker</u>	<u>Haz.Mat</u>
Plant Mechanics	3		
Building Mechanics	3	1	2
Electricians	3		
Hydro Operators	2		

Distribution Services

The number of Class A license holders within Distribution Services will be determined by the number of vehicles directly assigned to each workgroup plus 25% of the pool vehicles used by the workgroup. The number of drivers required will not exceed 150% of the workgroup's vehicles by classification series. All apprentices are required to acquire and maintain a Class A license throughout their apprenticeship, and they will be included in the 150% requirement. The 150% does not include any positions that require a Class A license as part of the job classification or positions that are excluded by the work they perform.

Work Area	Assigned Class A Vehicles	Pool Class A Vehicles (# x .25)	Total	Total Drivers (150% of Total)
Line	35	15(4)	39	59
Electrical	5	8(2)	7	11
Network	3	7(2)	5	8
Trees	13	2(1)	14	21
Total	56	32 (9)	65	99

APPENDIX D

POSITIVE DISCIPLINE

1. INTRODUCTION

Positive Discipline is a system for recognizing good performance and assuring mature treatment of employees when problems arise. It does not emphasize punishment, but focuses on helping each employee succeed in doing his/her job well.

The key aspects of the Positive Discipline system are:

- recognizing and encouraging good performance
- correcting performance problems through coaching
- building commitment to effective work standards and safe work practices.

Emphasis -- Positive Discipline emphasizes the individual employee's responsibility for managing his/her performance and behavior.

If an employee has a safety/conduct, attendance or work performance problem, Positive Discipline focuses on communicating SMUD's expectation for change and improvement. This expectation is communicated to the employee in a personal, adult, non-threatening way.

Positive Discipline gives the employee a chance to correct poor performance. It also builds employee commitment, not just compliance, to the District's performance expectations. Each step of the process reminds the employee of the performance that is expected and helps to obtain the employee's commitment to meet that expectation. The emphasis is not on punishment. Instead, the decision and responsibility to change performance rests with the employee.

2. POSITIVE RECOGNITION

When you perform your work well, you deserve to be recognized for it. A key aspect of the Positive Discipline system is recognizing and encouraging good performance.

Positive Recognition is an integral part of the Positive Discipline process. It is based on the beliefs that:

- you will exercise self-discipline and self-direction to achieve goals to which you are committed,
- your commitment level is a function of the positive feedback you receive in connection with your effort to achieve those goals,
- most employees, if not all, want to meet or exceed performance expectations, and deserve to be recognized for that effort.

Recognition efforts are intended to reinforce good performance. Such efforts may range from a supervisor's informal discussion to a formal acknowledgment from the Board of Directors. Recognition may also appear in the media, such as an article in the High Lines or another District newsletter.

Appendix D (Cont.)

The following forms of recognition provide a framework within which supervisors are expected to recognize your achievements. They should be used frequently, with the degree of recognition related to the level of achievement.

A. **Positive Contact**

A Positive Contact is a verbal contact where good performance is reinforced. It is the informal “pat on the back” for meeting or exceeding expectations. These discussions should be conducted by your immediate supervisor soon after expectations have been met or exceeded. These discussions may also focus on meeting or exceeding expectations on a specific improvement area, or meeting or exceeding expectations in overall work performance.

It is recommended, but not required, that your supervisor log these contacts in the Employee Discussion Log (SMUD Form 2204). Whether or not to document a Positive Contact is at the discretion of your supervisor, depending upon the significance of the event which triggered the discussion. One of the expectations of your supervisor will be to look for Positive Contact opportunities.

Other supervisors, such as the second level supervisor or department manager, may also initiate Positive Contacts where appropriate. In these instances, your immediate supervisor may be made aware of this Positive Contact in order to see that it is logged. However, where you are not in the direct supervision structure of the person giving the Positive Contact, informal notes about a job well done are appropriate and need not be logged in the Employee’s Discussion Log. Conversely, there is no reason they shouldn’t be logged either.

It is anticipated that you will receive Positive Contacts, even if you are currently being counseled for other types of performance improvement. As such, you may receive Positive Contacts in one performance area during the same time period you are receiving coaching under the Positive Discipline guidelines in another performance area. There are risks associated with sending these two messages if they come from different sources. A misunderstanding could arise if you believe that the Positive Contact is a truer description of your overall performance and coaching is unwarranted. To reduce this misunderstanding, supervisors outside of your direct line of supervision should make an effort to inform your supervisor when Positive Recognition is appropriate.

B. **Letter of Recognition**

A Letter of Recognition is a written contact for performance that clearly exceeds expectations and warrants recognition beyond the informal Positive Contact level. A Letter of Recognition should be issued when you have responded to unusual job demands in an exemplary manner. It is designed to be used when your performance is such that you have set an excellent example of what good performance is all about and management wants to recognize and permanently reflect that in your personnel file.

Appendix D (Cont.)

This written letter should usually be signed by the second level of supervision or the department manager, and should be filed in your personnel file in Human Resources.

To ensure timely recognition, "Letters of Recognition" should generally be issued within two weeks of the occurrence or set of occurrences which warranted the letter.

C. **Recognition Opportunities**

Opportunities for recognizing employees through Positive Contacts and/or Letters of Recognition include, but are not limited to, the following examples where an individual or team:

- Took effective action in a crisis or emergency situation
- Developed a significant safety, quality, or environmental suggestion or a cost or work saving idea
- Improved unit reliability
- Provided special training or assistance to other employees
- Completed a major project in a safe, cost effective and timely manner
- Attained outstanding performance in optimizing yields, production or product quality
- Maintained a good attendance record over a significant period of time
- Maintained an overall satisfactory work record over a sustained period
- Made a significant and sustained improvement in performance following coaching.

3. **COACHING**

Coaching is an effective method for the immediate supervisor to enhance performance and/or correct an emerging performance problem by:

- clarifying performance expectations
- providing performance feedback
- identifying problem causes and solutions
- getting results
- maintaining relationships and helping employees succeed.

Coaching is not a formal level of discipline.

A. **Coaching for Performance Enhancement**

Coaching is a day-to-day expectation of every supervisor at SMUD. Each supervisor is expected to help an employee achieve excellence in his or her performance by providing know-how, feedback and training. Coaching can be as routine as priority setting discussions on a daily basis, or as involved as training an employee on new equipment or procedures. It also involves helping an employee recognize opportunities to enhance satisfactory or superior performance. Recognizing an employee for a job well done is another essential feature of coaching.

Appendix D (Cont.)

Coaching can come from many sources. It can come from supervisors, co-workers, support organizations, and other such sources. While it is anticipated that the typical coaching process will be a verbal contact from the employee's immediate supervisor, requirements and expectations can also be communicated in a written form.

Supervisors are not required to document these coaching activities, but may elect to do so in the Employee Discussion Log if they believe a record of the contact will be useful at a later date. Since this type of contact is very informal, over-documentation of this type of coaching should be avoided as it will tend to overly formalize the process.

B. Coaching for Problem Solving

This is a discussion with an employee, which will be necessary when a work performance, safety/conduct, or attendance problem has developed. The objective in coaching is to clarify expectations, help the employee recognize why his or her current performance is not fully meeting those expectations, develop effective solutions, and obtain a commitment from the employee as to how the problem will be corrected.

Documentation is suggested in cases where it is anticipated that initial coaching may not correct the problem, and will usually be required in order to progress to formal discipline. Documentation should consist of a note in the Employee Discussion Log indicating the subject matter and the date the discussion occurred.

C. Documentation

The Employee Discussion Log is not placed in the employee's personnel file.

More than one coaching session may be appropriate before initiating formal discipline. However, coaching is not necessarily required.

4. ADMINISTRATIVE GUIDELINES

See Attachment 1 of this Appendix for a recap of Positive Discipline Administrative Guidelines.

Performance problems that require the use of Positive Discipline are divided into three general categories: Safety/Conduct, Work Performance, and Attendance. An employee may have a maximum of three Oral Reminders at any one time, each in a different category. If another problem occurs that requires formal discipline in a category where there is already an active Oral Reminder, the discipline must escalate to a higher level, usually a Written Reminder.

Similarly, the maximum number of Written Reminders that may be active at one time is two, each in a different category. Should another performance problem occur where there is already an active Written Reminder, the discipline step must escalate to a Decision-Making Leave (DML). An Oral Reminder may be given in a third category while there are Written Reminders in two categories, but any escalation beyond that would have to advance to a DML.

Appendix D (Cont.)

Because the DML is the last opportunity for an employee to make a total performance improvement commitment, there can be only one active DML. If an employee is not terminated after what may appear as a significant infraction while under an active DML, the decision not to terminate should be documented and reviewed by the supervisors who authorized the original DML.

It is strongly recommended that supervisors continue informal coaching at any step of the Positive Discipline process.

5. **FORMAL LEVELS**

Issuing formal discipline requires that a formal discussion be held with the employee by the employee's immediate supervisor. In the discussion, the employee's overall work record, and work performance, attendance, or safety/conduct problems are reviewed. Supervisors should consult with Labor Relations before any discussion takes place with the employee. Supervisors shall inform represented employees of their right to union representation prior to investigatory discussions or the imposition of formal discipline. When formal discipline is given, supervisors should obtain a verification of receipt.

A. **Oral Reminder**

The Oral Reminder is the first level of formal discipline in the Positive Discipline process. It is used when an employee does not respond to coaching or when the seriousness of the behavior warrants this level of attention. The issuing of formal discipline shall only occur following a formal discussion noting the employee's explanation for the problem. As always, coaching is encouraged.

This level of formal discipline requires that the supervisor meet with the employee. At this meeting, the supervisor will remind the employee of his or her responsibility for performance, express confidence in the employee's ability to improve, seek and support a commitment to improve performance through a problem-solving approach, and inform the employee that this level of formal discipline will remain active for 6 months. The supervisor will also give the employee copies of any, relevant, non-confidential documentation.

B. **Written Reminder**

A Written Reminder is the second level of formal discipline in the Positive Discipline process. It is administered when the employee does not meet a commitment to improve following an Oral Reminder or can be used when a single infraction is serious enough to warrant this level of discipline. An investigatory discussion, in which the employee's explanation for the problem is noted, shall occur prior to issuing this level of discipline. Here, as always, coaching is encouraged. A Written Reminder is filed in the employee's personnel file.

Appendix D (Cont.)

This level of formal discipline requires that the supervisor meet with the employee. At this meeting, the supervisor will remind the employee of his or her responsibility for performance, express confidence in the employee's ability to improve, seek and support a commitment to improve performance through a problem-solving approach, and inform the employee that this level of formal discipline will remain active for 9 months. The supervisor will also give the employee copies of any, relevant, non-confidential documentation.

C. Decision-Making Leave (DML)

A Decision-Making Leave is the third and final level of formal discipline in the Positive Discipline process. It is given to an employee when the employee does not meet a commitment to improve following a Written Reminder or can result from a single infraction which is serious enough to warrant this level of discipline. As in all levels of formal discipline, an investigatory discussion shall occur prior to issuing a DML. Here again, as always, coaching is encouraged.

A formal discussion is held with the employee. The discussion is immediately followed by placing the employee on a day off with pay for the employee to decide if he or she is capable and willing to meet the District's expectations. The DML should occur on the employee's next scheduled work day. If the employee is willing to make an immediate and sustained improvement in his or her overall work record, the employee will report this to the supervisor following the DML. In this follow-up discussion, specific improvement plans should be discussed. The employee should be informed that this is the final level of formal discipline and will remain active 12 months, and that if he or she does not show immediate and sustained improvement in his or her overall performance, termination will likely result. The employee will be given a letter summarizing the DML discussion and the employee's decision.

6. CRISIS SUSPENSION

A crisis suspension is used to remove an employee from the work site while the supervisor investigates certain events or allegations. Situations in which a crisis suspension may be used typically involve issues where an immediate separation of the employee from the work environment is in the best interests of the employee, fellow employees, and the District. Some examples include but are not limited to, theft, fighting, violation of the substance abuse policy, or insubordination. An employee who is placed on crisis suspension will be paid regular straight time wage or rate of pay for all scheduled hours not worked due to the crisis suspension.

If, upon completion of its investigation, the District finds that no disciplinary action is required, the employee will be returned to work. If the District determines that disciplinary action should be taken, the appropriate disciplinary action will be administered.

In order to protect employees and property, a supervisor may act under his or her own authorization unless the urgency level of the situation allows the supervisor to get prior approval first.

Appendix D (Cont.)

7. **TERMINATION**

A termination occurs when Positive Discipline has failed to bring about a positive change in an employee's behavior, such as another disciplinary problem occurring within the twelve-month active duration of a DML. Termination may also occur in those few instances when it is determined that a single offense is of such major consequence that the employee forfeits his or her right to the Positive Discipline process. Notwithstanding the foregoing, if a performance problem that normally would result in formal discipline occurs during an active DML, mitigating factors such as length of employment, performance record, nature and seriousness of violation, etc., will be considered before a decision is made to terminate an employee. If the decision is not to terminate an employee at this stage, the decision shall be documented and the documentation placed in the employee's personnel file. The employee shall also be given a copy of this documentation.

An employee may be removed or discharged from District employment for any of the following causes (Reference: Section 12162 and Section 11937(b), California Municipal Utility District Act):

- Incompetence
- Habitual intemperance
- Immoral conduct
- Insubordination
- Discourteous treatment of the public
- Dishonesty
- Inattention to public service

8. **DEACTIVATION**

The deactivation process recognizes improved performance and is a very important part of the Positive Discipline program. It is used when an employee improves his or her performance and maintains fully satisfactory performance during the active period of a formal disciplinary action.

A. **Ensuring Deactivation Occurs**

Labor Relations maintains a master list of deactivation dates and sends reminders to affected supervisors of upcoming deactivation dates. The supervisor meets with the employee to tell him or her the discipline is deactivated and in the case of a Written Reminder or DML, writes a memo telling the employee the respective discipline is inactive; commends the employee for improved performance; removes all references to the respective discipline from the division/department files; notes the inactive status of the discipline on the Employee Discussion Log, and returns the deactivation reminder to Labor Relations documenting that deactivation has been completed.

B. **Deactivation Dates**

The active period of formal discipline actions taken is as follows:

- Oral Reminder - 6 months
- Written Reminder - 9 months
- Decision Making Leave - 12 months

Appendix D (Cont.)

Formal discipline will deactivate when the time period for that particular formal discipline step has expired unless that step has led directly to an additional formal discipline step.

In the event an employee at a formal discipline step is placed on an approved leave of absence in excess of 10 consecutive workdays, the active period referred to above will be suspended until the employee returns to the active payroll. However, if an employee is off the active payroll in excess of 12 consecutive months, any discipline will be deactivated upon the employee's return to the active payroll.

Supervisors will notify the employee and Labor Relations when a deactivation period has been extended beyond the normal time frame.

C. Maintaining Deactivated Documents

Deactivated documents related to all formal levels in the Positive Discipline program will be maintained in a confidential file in Labor Relations.

9. RELATED POLICY STATEMENTS

A. Substance Abuse

Violations of the District's substance abuse policy are not subject to the provisions of the Positive Discipline policy. If it is determined that an employee is violating the District's substance abuse policy, then the correction of his or her performance issues related to the substance abuse cause will be administered according to the District's Substance Abuse policy.

B. Discrimination/Harassment

Violations of the District's Discrimination and Harassment policy are not subject to the provisions of the Positive Discipline policy. If it is determined that an employee is violating discrimination/harassment policy, then the correction of his or her associated behaviors will be administered according to the Discrimination/Harassment policy.

C. Performance Appraisals

While the underlying performance issues which result in formal disciplinary action are a basis for performance appraisals, the District will not make reference to any formal level of discipline in those appraisals. The recognition of good or poor performance and their related specifics, however, may be discussed.

POSITIVE DISCIPLINE ADMINISTRATIVE GUIDELINES

ACTIONS	NORMAL INITIATING RESPONSIBILITY	NORMAL APPROVAL LEVELS	DOCUMENTATION	DEACTIVATION
Recognition, Coaching for performance	Immediate supervisor, but also other members of management	N/A	Encouraged	N/A
Coaching for problem solving	Immediate supervisor	N/A	Suggest noting in Employee Discussion Log when it is anticipated that coaching may not correct the problem, and usually required in order to progress to formal discipline	Same as for Oral Reminder except remove entry from Discussion Log and rewrite any active entries in new log.
Oral Reminder	Immediate supervisor	Next level of supervision with review by Labor Relations	Note in Employee Discussion Log. Send copy of Log and all documentation to Labor Relations. Give copies of relevant/non-confidential documentation to employee.	6 months or at same time as associated step of formal discipline
Written Reminder	Immediate supervisor	Next level of supervision with review by Labor Relations	Same as for Oral Reminder	9 months or at same time as associated step of formal discipline
Decision Making Leave	Immediate supervisor	Next level of supervision and department manager/area head, with review by Labor Relations	Same as for Oral Reminder	12 months or at same time as associated step of formal discipline
Crisis Suspension	Immediate supervisor	Immediate supervisor if urgency dictates, else next level. Review by dept. manager/area head and Labor Relations	Same as for Oral Reminder	Outcome of investigation determines the deactivation period

Attachment 1

APPENDIX E

SUBSTANCE ABUSE TESTING AND REHABILITATION PROGRAM

IBEW

The National Highway Traffic Safety Administration (NHTSA) of the United States Department of Transportation (DOT) has issued 49 CFR Part 382 which mandates urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The DOT has enacted 49 CFR Part 40, which sets standards for the collection and testing of urine and breath specimens. All such regulations have been incorporated into the terms of this program

TABLE OF CONTENTS

	<u>PAGE</u>
1. INTRODUCTION.....	128
2. EDUCATION/TRAINING.....	128
3. EMPLOYEES SUBJECT TO DRUG AND ALCOHOL TESTING AND COMPLIANCE REQUIREMENTS.....	129
4. PROHIBITED SUBSTANCES.....	129
4.1 DRUGS.....	129
a. Specimen Collection/Testing.....	130
b. Employee Requested Second Test.....	130
c. Test Results.....	131
4.2 ALCOHOL.....	131
4.3 BEHAVIOR THAT CONSTITUTES A REFUSAL TO SUBMIT TO A TEST.....	132
4.4 BEHAVIOR THAT CONSTITUTES FRAUD.....	132
4.5 MANUFACTURE, TRAFFICKING, POSSESSION AND USE.....	132
5. MEDICAL REVIEW OFFICER.....	132
a. General.....	132
b. Responsibility.....	132
c. Medical Review Officer Determination.....	133
6. JOINT LABOR-MANAGEMENT OVERSIGHT COMMITTEE.....	133
7. PRE-EMPLOYMENT TESTING.....	134
8. REASONABLE SUSPICION TESTING.....	134
a. Reasonable Suspicion Defined.....	134
b. Reasonable Suspicion Testing Procedure.....	134
c. Testing Time Limits.....	134
(1) Alcohol.....	134
(2) Drugs.....	135
9. POST ACCIDENT TESTING.....	135
a. Accident Defined.....	135
(1) Fatal Accidents.....	135
(2) Nonfatal Accidents.....	135
b. Decision to Test an Employee.....	136
c. Testing.....	136

TABLE OF CONTENTS
(Continued)

	<u>PAGE</u>
10. RANDOM TESTING	136
a. Random Testing Defined.....	136
b. Testing Time Limits.....	136
(1) Alcohol	136
(2) Drugs.....	137
c. Testing Limits	137
11. RETURN-TO-DUTY TESTING.....	137
12. FOLLOW-UP TESTING	137
13. SUBSTANCE ABUSE PROFESSIONAL (SAP).....	137
14. PROHIBITED SUBSTANCE ABUSE REHABILITATION PROGRAM	138
a. Introduction	138
b. Participation	138
(1) Positive Test	138
(2) Voluntary Admittance.....	138
c. Duration and Nature of Treatment	139
d. Flow Chart.....	139
15. ADMINISTRATION	139
a. Testing and Waiting Time	139
b. Union Representation	139
c. Grievance and Arbitration Rights and Remedies.....	140
d. Testing Documentation.....	140
e. Access to Records	140
16. CONFIDENTIALLY	141
17. SYSTEM CONTACTS	141
18. PROGRAM STEPS.....	141
a. Introduction.....	141
b. Positive Drug and/or Alcohol Test.....	141
c. Voluntary Request for Substance Abuse Treatment.....	142
ATTACHMENT 1 - List of Safety-Sensitive Classifications	144
ATTACHMENT 2 - Glossary of Terms.....	145
ATTACHMENT 3 - Flow Charts	147

Appendix E (Cont.)

1. **INTRODUCTION**

The Sacramento Municipal Utility District (SMUD) and the International Brotherhood of Electrical Workers (**IBEW**), Local 1245, agree that employees must be able to work in an environment free of drugs and alcohol. It is our goal to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse; prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and, to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

The program contains the following:

- a. Has as its overall goal creating a workplace free of drug and alcohol within which employees may have productive and safe careers with SMUD;
- b. Procedures and controls using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS), while using the U.S. Department of Transportation (DOT) regulations designated to protect privacy;
- c. Provides to employees, suffering from the effects of drug and/or alcohol abuse or misuse, an opportunity for rehabilitation as described in the program; and,
- d. The National Highway Traffic Safety Administration (NHTSA) of the United States Department of Transportation has issued 49 CFR Part 382 which mandates urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The DOT has enacted 49 CFR Part 40, which sets standards for the collection and testing of urine and breath specimens. All such regulations have been incorporated into the terms of this program.

2. **EDUCATION/TRAINING**

The District has established a Substance Abuse Education Program ("SAEP") which will be available to all employees.

The SAEP educates employees about drugs and alcohol and their effects and consequences. It helps motivate employees to understand the problems involved in using drugs and alcohol and the ways such use could compromise their own personal functioning, as well as their functioning on the job.

The program will consist of direct mailings and meetings for all employees of pertinent information on drug and alcohol abuse or misuse such as:

- What drugs and alcohol are, their effects and their dangers;
- Short and long term effects of drugs and alcohol and the consequences of their use on personal health, safety, and the work environment;
- The threats of drug and alcohol use to living a productive and fulfilling life;

Appendix E (Cont.)

- The manifestations and clues that indicate drug and alcohol use and how to help your fellow workers, family, and friends.

Employees shall also receive a copy of all rules or policies regarding the use of prohibited substances.

The SAEP will be updated as necessary to include current information on drug and alcohol use and abuse.

3. **EMPLOYEES SUBJECT TO DRUG AND ALCOHOL TESTING AND COMPLIANCE REQUIREMENTS**

All employees shall be subject to the urine drug testing and breath alcohol testing provisions of this program. Compliance with the terms of this program is mandatory and applies to all employees when they are on the District's property or when performing any District-related function. This program applies to all drug use and alcohol use during off-site lunch periods or breaks when an employee is scheduled to return to work performing driving, customer contact, or safety-sensitive duties.

All employees shall be subject to drug and/or alcohol testing prior to employment in a District or DOT safety-sensitive classification, for reasonable suspicion, and following an accident as defined in Section 9 of this policy. All employees will be tested prior to and after return to duty after failing a drug and/or alcohol test and/or after completion of a rehabilitation treatment. A list of District and DOT safety-sensitive classifications subject to pre-employment testing is attached.

Further, employees who perform DOT defined safety-sensitive functions shall be subject to random selection for testing. A safety-sensitive function as defined by the DOT is any duty related to the safe operation of a nonrevenue-service vehicle when required to be operated by a holder of a Commercial Driver's license. A list of DOT safety-sensitive classifications subject to random selection testing is attached.

4. **PROHIBITED SUBSTANCES**

Under this program, "prohibited substances" shall be defined as the following:

4.1 **DRUGS**

No employee shall report for duty or remain on duty when his/her ability to perform assigned functions is affected by drugs. No employee shall use drugs while on duty, 4 hours prior to reporting to duty, or up to 8 hours following an accident, or until the employee undergoes a post-accident test, whichever occurs first.

The drugs that will be tested for include: marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40 for a confirmation test.

Appendix E (Cont.)

Substances will be added to the panel for testing only with agreement of the parties or as required by Department of Transportation guidelines, as may be amended from time to time.

a. Specimen Collection/Testing

Employees shall be directed to the designated location to provide a urine sample for drug testing. The specimen collection procedures shall be performed pursuant to 49 CFR Part 40. The laboratory drug test shall be performed in accordance with the procedures outlined in 49 CFR Part 40.

The split-sample method of collection will be used. If the test of the first bottle is positive, the employee may request that the MRO direct the second bottle to be tested in a DHHS-Certified laboratory for the presence of drug(s) for which a positive result was obtained in the test of the first bottle. If the result of the second bottle is verified negative, the MRO shall report to the District a negative test result.

The collection site person shall instruct the employee to provide at least 45 ml of urine. If the employee is unable to provide such a quantity of urine, the collection site person shall instruct the employee to drink not more than 40 ounces of fluids and, after a period of up to three hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded. If the employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the District so notified. The District shall refer the individual for a medical evaluation to develop pertinent information concerning whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. If inability to provide a sample is genuine, the test is recorded as excused.

b. Employee Requested Second Test

An employee who questions the results of a required drug test under this program may request that re-analysis of the specimen be conducted. This test must be conducted at a DHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. An employee requesting a retest pursuant to this provision must submit a written request to the MRO within 72 hours of receipt of a verified positive test result or refusal to test because of adulteration or substitution. Requests after 72 hours will only be honored at the MRO's sole discretion and then only if the delay was due to documentable facts that were beyond the control of the employee. The employee may specify retesting by the original laboratory or by a second laboratory that is certified to perform drug tests by the DHHS. The originating laboratory shall follow the DOT chain-of custody procedure when transferring the urine sample to the employee's chosen site. An employee making a request for a retest under this section may be required to advance the cost of the additional analysis and all costs associated with the transfer of the specimen to another laboratory, including shipping and handling. The employee may use accrued sick leave and/or personal leave during the time he or she is waiting for the retest results. If the retest results in a negative test, the District shall reimburse any cost collected in advance, restore any used accruals and pay for time lost, if any, during the retesting period. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40.

Appendix E (Cont.)

The Union shall have the right to request re-analysis of an employee's specimen if it is an issue in the grievance procedure. Such re-analysis may be done by the original laboratory or by a second laboratory that is certified to perform drug tests by DHHS under the criteria specified in 49 CFR Part 40. All costs associated with such re-analysis shall be borne by the Union. Upon request, the Union shall provide to the District all chain of custody and laboratory analysis data and documentation related to the specimen re-analysis.

c. Test Results

The MRO shall report whether or not the individual has tested positive or negative to the District's Substance Abuse Program Administrator. The District's Substance Abuse Program Administrator shall contact the employee's Department Manager and direct him/her in the action to be followed in accordance with this program.

An individual who has tested negative shall be returned to work immediately.

An individual whose test is verified positive shall immediately be removed from his/her position and placed on personal leave, sick leave or leave without pay. The employee will be evaluated by a Substance Abuse Professional (SAP), informed of educational and rehabilitation programs available, and may be referred for rehabilitation treatment. Before returning to regular duty, the employee shall be required to comply with the SAP recommended treatment and test negative on a return-to-duty test. A positive test may also result in disciplinary action up to and including termination.

4.2 ALCOHOL

No employee shall report for duty or remain on duty when his/her ability to perform assigned functions is affected by alcohol or when his/her alcohol concentration is 0.04 or greater. No employee shall use alcohol while on duty, 4 hours prior to reporting to duty, or up to 8 hours following an accident, or until the employee undergoes a post-accident test, whichever occurs first.

Test for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). The use of alcohol or substances, including any medication such that alcohol is present in the body, while performing a District function is prohibited. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmation test shall be conducted at a minimum of 15 minutes after the initial breath alcohol test, however, within 20 minutes of the completion of the initial test.

An employee testing between .02 and .04 a second time within 12 months will be referred to the SAP for evaluation.

Appendix E (Cont.)

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this program. Any employee who has a verified positive alcohol test with a concentration of 0.04 or greater will be immediately removed from his/her position and placed on sick leave, personal leave or leave without pay. The employee will be evaluated by the SAP, informed of educational and rehabilitation programs available, and may be referred for rehabilitation treatment. A positive test may also result in disciplinary action up to and including termination.

4.3 BEHAVIOR THAT CONSTITUTES A REFUSAL TO SUBMIT TO A TEST

Any employee who refuses to comply with a request for testing shall be referred to the SAP. Refusal can include an inability to provide a specimen or breath sample without a valid medical explanation, a failure to drink fluids in order to provide a sufficient specimen, a verified adulterated or substituted test result, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

4.4 BEHAVIOR THAT CONSTITUTES FRAUD

Any employee who provides false information in connection with a test, or attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and their employment terminated.

4.5 MANUFACTURE, TRAFFICKING, POSSESSION AND USE

Any employee engaging in the manufacture, distribution, dispensing, possession, or use of prohibited substances on District premises, in any District vehicle, in uniform, or while on District time or business will be subject to disciplinary action up to and including termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

5. MEDICAL REVIEW OFFICER

a. General

The District shall employ the services of a Medical Review Officer (MRO) who shall be a licensed physician with knowledge of substance abuse disorders and who has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her individual medical history and any other relevant biomedical information.

b. Responsibility

The MRO shall:

- (1) Receive the results of all drug tests from the laboratory;
- (2) Determine whether or not an individual has a positive or negative drug test;
- (3) Determine whether or not an individual has an adulterated or diluted result;
- (4) Report all test results to the Substance Abuse Program Administrator; and,

Appendix E (Cont.)

(5) Comply with all MRO responsibilities and procedures provided for in the DOT Regulations.

c. Medical Review Officer Determination

Prior to notifying the Substance Abuse Program Administrator of a verified positive test result, the MRO must attempt to notify the individual who was tested positive.

The main element in the review and evaluation of a positive test result received by the MRO from the laboratory is a confidential interview by the MRO with the individual who tested positive in order to examine possible alternate medical explanations for the positive test result.

The MRO shall notify an employee who has a verified positive test that the employee has 72 hours in which to request a re-analysis of the original specimen. The MRO may also direct a re-analysis of the original sample if he/she questions the accuracy or validity of any test result.

The MRO shall inform the Substance Abuse Program Administrator of any test result (both positive and negative) in compliance with DOT requirements.

Information provided to the MRO by the employee during the interview will be released by the MRO only as it relates to issues raised in a grievance procedure.

The District's contract with the MRO will ensure that the MRO shall conduct his/her interaction with an individual in a confidential manner and maintain any records confidentially in compliance with DOT requirements.

6. **JOINT LABOR-MANAGEMENT OVERSIGHT COMMITTEE**

A joint labor-management committee comprised of up to three members appointed by the District and three members appointed by the Union shall oversee this program. Employee members appointed by the IBEW shall not lose pay for their participation in jointly convened meetings.

Generally, the committee shall have the duty and authority to review the operation of the Program and:

- a. Participate in and make recommendations for the selection of the Medical Review Officer (MRO) and/or Substance Abuse Professional (SAP) and review his/her work on at least a semi-annual basis;
- b. Participate in and make recommendations for the selection of the primary and back-up testing laboratory, review and monitor its procedures;
- c. Participate in and make recommendations for the selection of a specimen collection site and review collection procedures;

Appendix E (Cont.)

- d. Review the current literature and research on all facets of this program including the latest drug and alcohol testing technology, the latest procedures and techniques for successful rehabilitation, and the latest legal opinions and rulings that impact on the subject. Make recommendations on changes and improvements in the program; and,
- e. Assist in administering the Substance Abuse Education Program for all employees.

7. **PRE-EMPLOYMENT TESTING**

An employee promoting or transferring from a nonsafety-sensitive position to a safety-sensitive position must pass a urine drug test and breath alcohol test administered in accordance with this program prior to beginning work in the new safety-sensitive position.

An employee whose test is verified positive for drugs and/or alcohol will be removed from work, placed on leave, and directed to the SAP for evaluation and possible referral for rehabilitation treatment.

8. **REASONABLE SUSPICION TESTING**

a. Reasonable Suspicion Defined

An employee is reasonably suspected of using a prohibited substance when a supervisor, who is trained to detect the signs and symptoms of drug and alcohol use, reasonably suspects that an employee is adversely affected or impaired in his/her work performance due to drug and/or alcohol abuse or misuse. The reasonable suspicion test will be based on contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the employee which are characteristic of drug or alcohol abuse and/or misuse. The supervisor will record his/her observation on a District supplied form, which must be completed prior to a recommendation for testing.

b. Reasonable Suspicion Testing Procedure

Employees subject to reasonable suspicion testing shall be tested in accordance with Section 4 above, relieved from duty, and placed on administrative leave pending the results of the test(s). If the test result is positive, administrative leave shall be converted to sick leave, personal leave, or leave without pay as appropriate.

c. Testing Time Limits

(1) Alcohol

Reasonable suspicion testing is authorized only if the observations are made during, just preceding, or just after the period of the workday that the employee is required to be in compliance with this program. The District may direct a covered DOT employee to undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions, just before the employee is performing safety-sensitive functions, or just after the employee has ceased performing such functions. A test under this section must be administered as soon as possible following the determination to test. However, if a test is not administered within 8 hours following determination, the District shall cease attempts to administer an alcohol test.

Appendix E (Cont.)

(2) Drugs

The District is required to test employees for prohibited drug use if the District has reasonable suspicion to believe that an employee has used prohibited drugs. The employee shall be tested as soon as possible following such determination but no later than 32 hours following determination.

9. **POST ACCIDENT TESTING**

a. Accident Defined

A DOT safety-sensitive employee will be required to undergo urine and breath testing if involved in an accident with a District vehicle regardless of whether or not the vehicle is in service, as follows:

(1) Fatal Accidents

As soon as practicable following an accident involving the loss of human life, the District shall test each surviving safety-sensitive employee on duty in the vehicle at the time of the accident. The District shall also test any other covered employee whose performance could have contributed to the accident, as determined by the District using the best information available at the time of the decision.

(2) Nonfatal Accidents.

(i) As soon as practicable following an accident not involving the loss of human life, the District shall test each safety-sensitive employee on duty in the vehicle at the time of the accident if that employee has received a citation under State or local law for a moving traffic violation arising from the accident. The District shall also test any other covered employee whose performance could have contributed to the accident, as determined by the District using the best information available at the time of the decision.

(ii) As soon as practicable following an accident not involving the loss of human life, the District shall test each safety-sensitive employee on duty in the vehicle at the time of the accident unless the District determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. The District shall also test any other safety-sensitive employee whose performance could have contributed to the accident, as determined by the District using the best information available at the time of the decision.

An employee who is subject to post-accident testing and who fails to remain readily available for such testing, including notifying the District of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed by the District to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a covered 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.

Appendix E (Cont.)

Following an accident, the employee will be tested as soon as possible, but not to exceed 8 hours for alcohol testing and 32 hours for drug testing. Any employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have refused the test and their employment will be terminated. Employees tested under this provision will include not only the operations personnel, but also any other covered employees whose performance could have contributed to the accident. Employees subject to post-accident testing shall be relieved from duty and placed on administrative leave pending the results of the test(s).

b. Decision to Test an Employee

The decision whether or not to administer a prohibited substance test under this section shall be made by the District. Such decision shall be based upon the information available at the time and in accordance with 49 CFR Part 382.

c. Testing

Employees shall remain readily available for testing. If the employee does not do so, the District can treat such behavior as refusing to submit to test. Remaining readily available means that the District knows the whereabouts of the employee and must conduct the test as soon as practicable but not later than 32 hours after the accident for a drug test and not later than 8 hours after the accident for a breath alcohol test.

An employee is allowed to seek medical attention, assist injured individuals, or obtain assistance in dealing with the accident, if necessary, before being tested.

10. **RANDOM TESTING**

a. Random Testing Defined

Employees in DOT safety-sensitive positions will be subjected to random, unannounced drug and alcohol testing. Employees subject to random testing shall not be relieved from active service pending the results of the test(s).

b. Testing Time Limits

(1) Alcohol

Upon notification of selection for random alcohol testing, an employee shall proceed to the test site immediately. Test must be completed within three hours of employee notification. Random alcohol testing shall be conducted just prior to, during, or just after the employee's performance of safety-sensitive functions. An employee shall only be randomly tested while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing his/her safety-sensitive such functions.

Appendix E (Cont.)

(2) Drugs

Upon notification of selection for random testing, an employee shall proceed to the test site immediately. Test must be completed within three hours of employee notification.

c. Testing Limits

Employees shall remain readily available for testing. If the employee does not do so, the District can treat such behavior as refusing to submit to a test. Remaining readily available means that the District knows the whereabouts of the employee and must conduct the test as soon as practicable.

The District will conduct random alcohol and drug tests at the minimum annual rate permitted by the National Highway Traffic Safety Administration (NHTSA) or designee.

11. **RETURN-TO-DUTY TESTING**

Any employee whose test result is verified positive on a drug and/or alcohol test administered under this program may not return to work until he or she is evaluated and released to duty by the Substance Abuse Professional and has a negative return-to-work drug and/or alcohol test. Employees notified of testing negative on a return-to-work test must report to work at the beginning of their next regularly scheduled assignment unless instructed otherwise. Employees will be required to undergo frequent unannounced urine and/or breath testing during the follow-up period, as determined by the Substance Abuse Professional.

Failure to test negative on a return-to-work drug test will result in termination of employment. (See Section 18)

12. **FOLLOW-UP TESTING**

Upon returning to duty, an employee who previously tested positive shall be subject to unannounced testing during the 60 months period after returning to work. During the first year upon passing a return-to-duty test, the employee shall be subject to a minimum of six unannounced tests in addition to other program testing. Failing any test may result in termination of employment. (See Section 18) The duration and frequency of follow-up tests will be determined by the Substance Abuse Professional.

13. **SUBSTANCE ABUSE PROFESSIONAL (SAP)**

Any employee who tests positive for the presence of alcohol or a prohibited substance above the minimum thresholds set forth in 49 CFR Part 40, or refuses to take a test, must be evaluated by an SAP. The minimum thresholds for alcohol and prohibited substances on a confirmation test are as follows:

Alcohol	.04% concentration
Marijuana metabolite	15 ng/ml
Cocaine metabolite	150 ng/ml
Opiates	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	500 ng/ml

Appendix E (Cont.)

The SAP is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAP will inform the employee of available education and rehabilitation programs and evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

14. **PROHIBITED SUBSTANCE ABUSE REHABILITATION PROGRAM**

a. Introduction

Under the terms of this Drug and Alcohol Testing Program, the District shall provide, at no cost to the employee, a Rehabilitation Program for treatment of employee drug and/or alcohol abuse problems.

Subsequent voluntary admissions to a drug and/or alcohol abuse rehabilitation program will be provided by the District at a minimum interval of not less than three (3) years. The employee will be responsible for paying 50% of the cost of such a rehabilitation program.

b. Participation

(1) Positive Test

The Rehabilitation Program is available for employees who have tested positive for a "prohibited substance" as defined in this Drug and Alcohol Testing Program. When presented by the SAP, participation attendance at regularly scheduled appointments, meetings, and/or sessions, and completion of the Rehabilitation Program are mandatory. Failure of an employee to attend and/or complete a prescribed program or any component or part thereof will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program prescribed by the SAP and the program staff.

(2) Voluntary Admittance

Employees who feel they have a problem with drugs and/or alcohol may request voluntary admission to the rehabilitation program. Requests for voluntary admission must be made (1) prior to an employee having been notified to report for a random screening or post-accident screening pursuant to DOT program rules; or (2) prior to an employee having been directed by a supervisor to report for a reasonable suspicion test; or, (3) prior to being formally recommended for termination for cause. Requests must be submitted to the Substance Abuse Program Administrator for review and referral to the rehabilitation program administrative staff. Program costs will be paid by the District. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must pass a return-to-work drug/alcohol test and will be subject to follow-up testing for 36 months following return to duty.

Appendix E (Cont.)

A positive follow-up test will result in re-evaluation by the SAP. A subsequent positive follow-up, return-to-work test, post-accident test or reasonable suspicion test within the 36 months will result in termination from employment. The duration and frequency of the follow-up tests will be determined by the SAP.

Participants in the rehabilitation program may use accumulated sick leave, personal leave and floating holidays. Should an employee have no accrued paid time off available or exhaust their accrual balance during rehabilitation, he/she will be placed on unpaid medical leave status.

c. Duration and Nature of Treatment

The duration and nature of treatment of an employee will be determined by the SAP and/or rehabilitation assessment personnel.

d. Flow Chart

See Section 18 for further detail and explanation of the integration of rehabilitation into the Program.

15. ADMINISTRATION

a. Testing and Waiting Time

All time spent on testing, including travel time (if any) and awaiting the test result, shall be considered as paid time under regular pay status, including overtime, if applicable. An employee with a verified positive test result will be taken off regular paid status and placed on personal leave, sick leave or leave without pay after notification of a positive test result as provided herein.

Employees requesting a retest of a positive urine sample may use accrued sick leave and/or personal leave. Should the original test result (positive) be different than that of the retest (negative), the employee will be paid for all time lost and his or her accruals will be restored. Should the original test result (positive) be the same as that of the retest (positive), no restoration of leave or pay will occur.

b. Union Representation

An employee shall be afforded an opportunity to confer with a Union representative in accordance with the principles of Weingarten. The employee shall have the right to be accompanied by a union representative, if one is reasonably available, when reporting to the testing site. Upon receiving a written release signed by the employee, the District will provide the Union with all records upon which the directive was based.

Appendix E (Cont.)

c. Grievance and Arbitration Rights and Remedies

Nothing in this program shall be interpreted so as to limit the District's right to assess disciplinary action, including termination for misconduct associated with a decision to direct a prohibited substance test under the terms of this program. Issues relating to the application, interpretation, and enforcement of this Drug and Alcohol Testing Program as set forth herein, including, but not limited to, the imposition and severity of any discipline not agreed to hereunder, shall be subject to the grievance and arbitration procedures as outlined in the Memorandum of Understanding.

d. Testing Documentation

Documentation of a positive drug and/or alcohol test result shall remain in an employee's Substance Abuse Program record for a minimum of 60 months. The time period shall begin from the date of returning to work pursuant to the provisions of this program; or

In the event the SAP directs a follow-up testing period longer than 60 months, documentation shall remain in the employee's Substance Abuse file until the end of the follow-up period.

If there have been no positive drug or alcohol tests within 60 months DOT or 36 months non-DOT or the extended follow-up testing period, the original testing documentation will be moved to the "Confidential Sector" of the employee's personnel file and will not be considered in any subsequent employment action.

e. Access to Records

An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his or her drug or alcohol tests. The District shall provide promptly the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records other than those specifically requested. There will be no charges associated with records obtained directly from the District; however, the employee will be responsible for payment of any charges associated with records obtained from an outside testing agency.

16. CONFIDENTIALITY

The District shall assure it will comply with DOT regulations as they apply to confidentiality and privacy throughout the testing process by handling information on a need-to-know basis. Except as may be authorized or required by law, and as permitted herein, any release of this information is prohibited without the express written permission of the employee tested. In a proceeding brought by or on behalf of a DOT-regulated employee resulting from a positive test or a substituted or adulterated result (e.g., lawsuit or grievance), the employer may release employee test result information without the employee's consent. The MRO shall notify the District's designated representative(s), whether an employee has a negative or positive test in accordance with 49 CFR Part 40.

Appendix E (Cont.)

17. **SYSTEM CONTACTS**

Any questions regarding this program or any other aspect of the drug-free and alcohol-free program should be referred to the Substance Abuse Program Administrator:

Mike Wirsch
MS B357
Extension 6754
Cell 916-835-9398

For information about the drug/alcohol testing selection process:

DOT Coordinator:

Jude Thompson
MS I107
Extension 6914

Medical Review Officer:

Rudolf Iskandar, MD
Sutter Health Services
11121 Sun Center Dr., Suite A
Rancho Cordova, CA 95670
Phone 916-635-3570
Fax 916-852-7910

Substance Abuse Professional:

Duncan MacPherson
NCR
11622 Fair Oaks Blvd. Suite 103
Fair Oaks, CA 95628
Phone 916-961-1010
Fax 916-961-1011

Collection Site:

Sutter Occupational Health
1708 – 59th Street
Sacramento, CA 95819
Phone 916-732-5243
Fax 916-732-6591

After Hours Collection Site:

Collection Plus
2129 Hacienda Way, Suite H
Sacramento, CA 95825
Phone 916-487-3152
Pager 855-0205

Laboratory:

Quest Diagnostics
7600 Tyrone Avenue
Van Nuys, CA 91405
Phone 800-877-7484

18. **PROGRAM STEPS**

a. Introduction

The following analysis illustrates the two procedures contained in this Drug and Alcohol Testing and Rehabilitation Program. The first sets out the steps followed if an employee tests positive for a prohibited substance. The second shows the procedure if an employee voluntarily requests treatment of a substance abuse problem. Both procedures are also graphically displayed in flowchart format in Attachment 3.

b. Positive Drug and/or Alcohol Test

Step / Action

A The employee is notified of a verified positive test result.

Appendix E (Cont.)

- B1 The employee is notified of a scheduled appointment with the SAP. Attendance and participation are mandatory.
 - B2 The District is notified that the employee failed to complete the program as specified by the SAP.
 - B3 The employee is discharged from employment unless the SAP and/or rehabilitation program personnel attest that the reason for failing to complete the program is through no fault of the employee. If such is the case, the employee is scheduled for a return-to-work test.
 - C1 The employee tests negative on a return-to-work test and is returned to work (Section 11), and
 - C2 The employee is subject to unannounced drug/alcohol testing for up to 5 years (60 months) as determined by the SAP. Such testing is in addition to the other program testing and shall be a minimum of 6 unannounced tests during the first year. (Section 12)
 - D1 The employee has a positive return-to-work test, then
 - D2 The employee is discharged from employment.
 - E1 After returning to work, an employee receives notice of a verified positive test result during the first 36 months or the duration of the follow-up testing period, whichever is longer, then
 - E2 The employee is discharged from employment.
 - F1 After returning to work, an employee has no verified positive test within 36 months or the duration of the follow-up testing period, whichever is longer; then the unannounced testing is discontinued, and
 - F2 The employee's prior record of having a verified positive test result is moved to the confidential record. A subsequent verified positive test result is handled beginning at Step A.
- c. Voluntary Request for Substance Abuse Treatment
- Step / Action
- A The employee requests rehabilitation for a drug/alcohol problem.
 - B1 The employee is scheduled for an appointment with the SAP.
 - B2 The District is notified that the employee has been dismissed for cause from the rehabilitation program.
 - B3 The employee is discharged from employment.
 - C1 The employee completed rehabilitation and tests negative on a return-to-work test.

Appendix E (Cont.)

- C2 The employee is returned to work and subject to a minimum of 6 unannounced tests for the following 36 months. Such testing is in addition to the other program testing.
- D1 The employee has a positive return-to-work test.
- D2 The employee is discharged from employment.
- E1 Within 36 months after returning to work, the employee is notified of a verified positive test result on a reasonable cause or post-accident drug/alcohol test.
- E2 The employee is discharged from employment.
- F1 Within 36 months after returning to work, the employee is notified of a verified positive drug/alcohol test result on a test for a follow-up or random selection.
- F2 The employee is notified of a mandatory referral to the SAP. (See Attachment 3.)
- G1 No verified positive test within 36 months or the duration of the follow-up testing period, whichever is longer; then, the unannounced testing is discontinued, and
- G2 The employee's prior record of having participated in the rehabilitation program is expunged.

ATTACHMENT 1
SAFETY-SENSITIVE CLASSIFICATION SUMMARY

IBEW Represented Classifications

Pre-Employment:

All new employees

Post-Employment:

Anyone who requires a Class “A” Driver License

ATTACHMENT 2

GLOSSARY OF TERMS

ACCIDENT: An incident in which a person has died or is treated at a medical facility or when there has been property damage resulting in the towing of a vehicle or the removal of a vehicle from service.

Two categories of vehicle accidents include: Road surface: For this category, an accident is an occurrence resulting in a vehicle suffering disabling damage and having to be towed away.

ALCOHOL: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.

ALCOHOL CONCENTRATION: The alcohol in a volume of breath expressed in terms of grams of alcohol per 21.0 liters of breath as indicated by a breath test.

ALCOHOL USE: The consumption of any beverage, mixture, or preparation including any medication, containing alcohol.

BREATH ALCOHOL TECHNICIAN (BAT): The breath alcohol technician shall be trained to proficiency in the operation of the EBT s/he is using and in the alcohol testing procedures. BATs are the only qualified personnel to administer the EBT test on employees.

CHAIN OF CUSTODY: 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: A place designated by the District where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

COVERED EMPLOYEE: A person, including a volunteer, applicant, or transferee, who performs a safety-sensitive function for an entity subject to the regulations.

DRUG METABOLITE: The specific substance produced when the human body metabolizes a given prohibited drug as it passes through the body and is excreted in urine.

EVIDENTIAL BREATH TESTING DEVICE (EBT): The devices to be used for breath alcohol tests.

FOLLOW-UP TESTING: A covered employee who returns to duty is subject to unannounced follow-up drug and/or alcohol tests as recommended by the SAP.

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION (NHTSA): An agency of the U.S. Department of Transportation.

PROHIBITED DRUG: Marijuana, cocaine, opiates, amphetamines, or phencyclidine.

PROHIBITED SUBSTANCE: Under this program shall mean prohibited drug use and/or alcohol misuse.

POST ACCIDENT TEST: A prohibited substance test administered to an employee when an accident has occurred and the employee performed a function which either contributed to the accident or could not be completely discounted as a contributing factor in the accident.

Appendix E (Cont.)

ATTACHMENT 2 (Cont.)

PRE-EMPLOYMENT TEST: A prohibited substance test given to an applicant or employee who is being considered for a safety-sensitive position. The applicant or employee must be informed of the purpose for the test prior to the actual event.

RANDOM TEST: A prohibited substance test given annually to a predetermined percentage of employees who perform in safety-sensitive functions and who are selected on a scientifically defensible random and unannounced basis.

REASONABLE SUSPICION TEST: A prohibited substance test given to a current employee who is reasonably suspected by a trained supervisor of using a prohibited substance.

RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION: An agency of the U.S. Department of Transportation.

RETURN-TO-DUTY TEST: An initial drug test prior to return to duty given to employees who previously tested positive. This test is also required of an individual who has refused, for reasons related to medical inability as determined by the MRO, to take a test required by the FTA rule.

SAFETY-SENSITIVE EMPLOYEES: Those employees who perform safety-sensitive functions for the District.

SAFETY-SENSITIVE FUNCTION: Any of the following duties:

- operating a vehicle when required to be operated by a holder of a Commercial Driver's license;
- controlling dispatch or movement of a vehicle;
- maintaining commercial vehicle or equipment used in commercial operations.

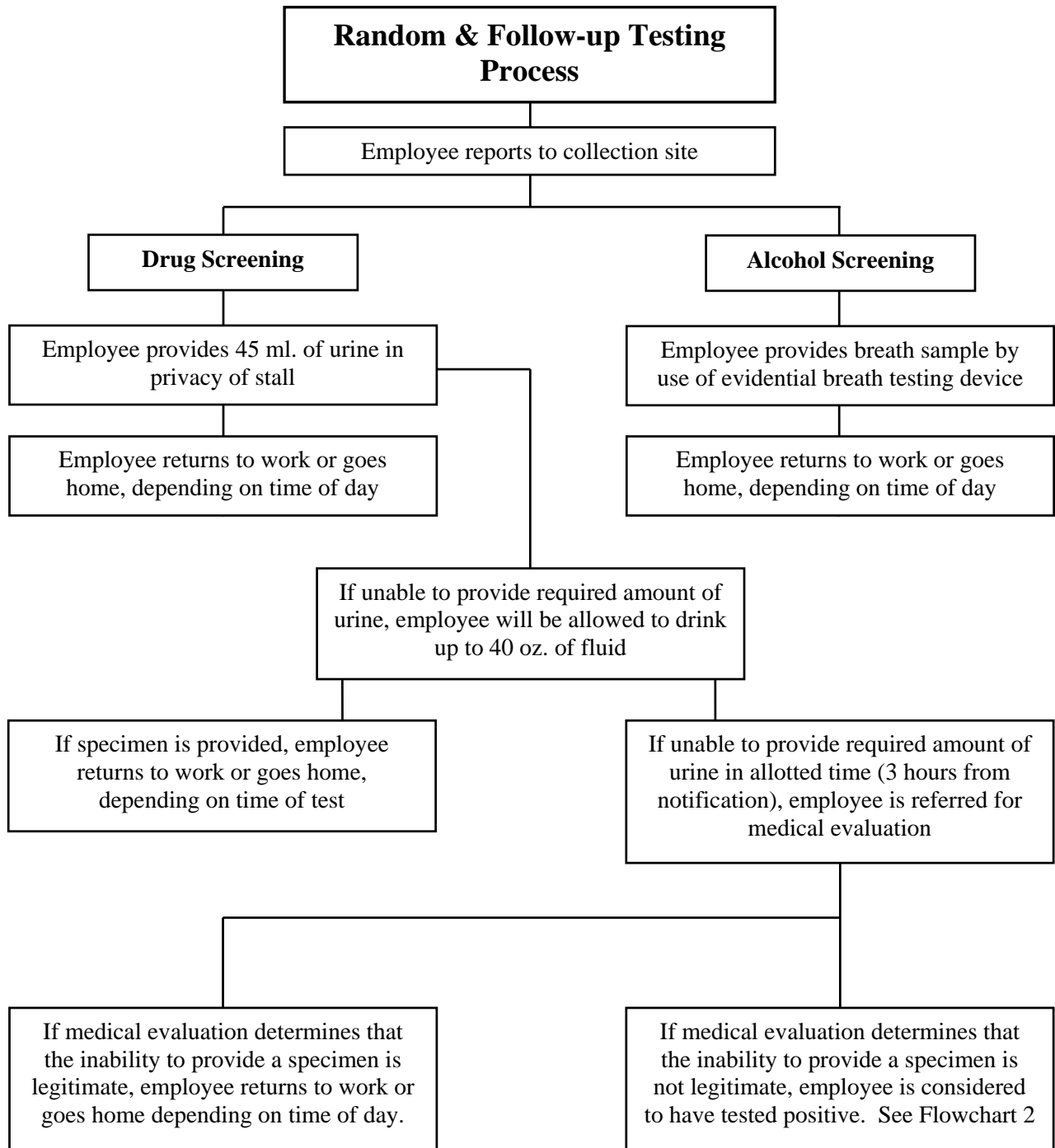
SUBSTANCE ABUSE PROFESSIONAL (SAP): A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.

VERIFIED NEGATIVE (DRUG TEST RESULT): A drug test result reviewed by an MRO and determined to have no evidence of prohibited drug use.

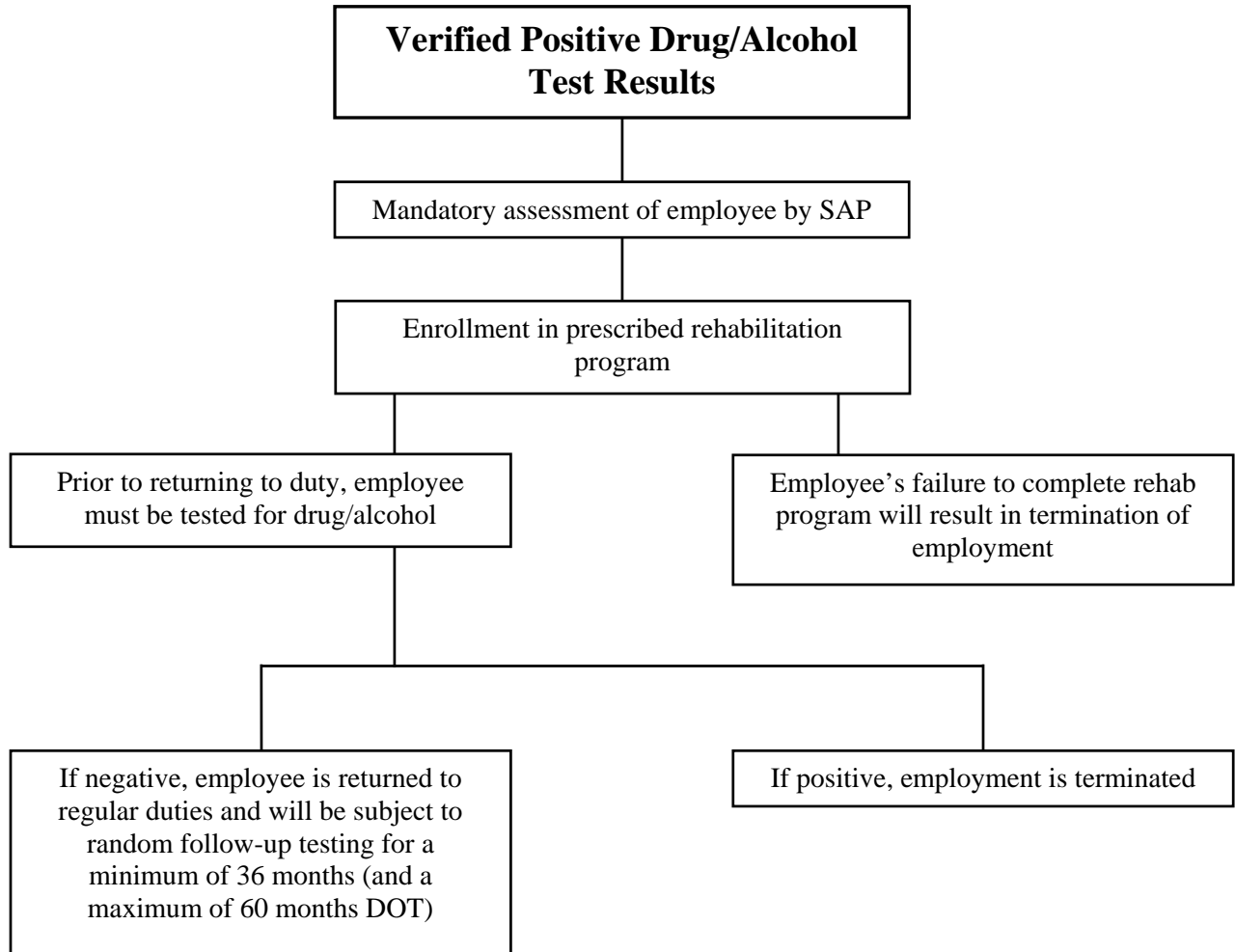
VERIFIED POSITIVE (DRUG TEST RESULT): A drug test result reviewed by an MRO and determined to have evidence of prohibited drug use.

WEINGARTEN: A National Labor Relations Board ruling that states a represented employee has the right of union representation during any employee/superior discussion that may result in disciplinary action.

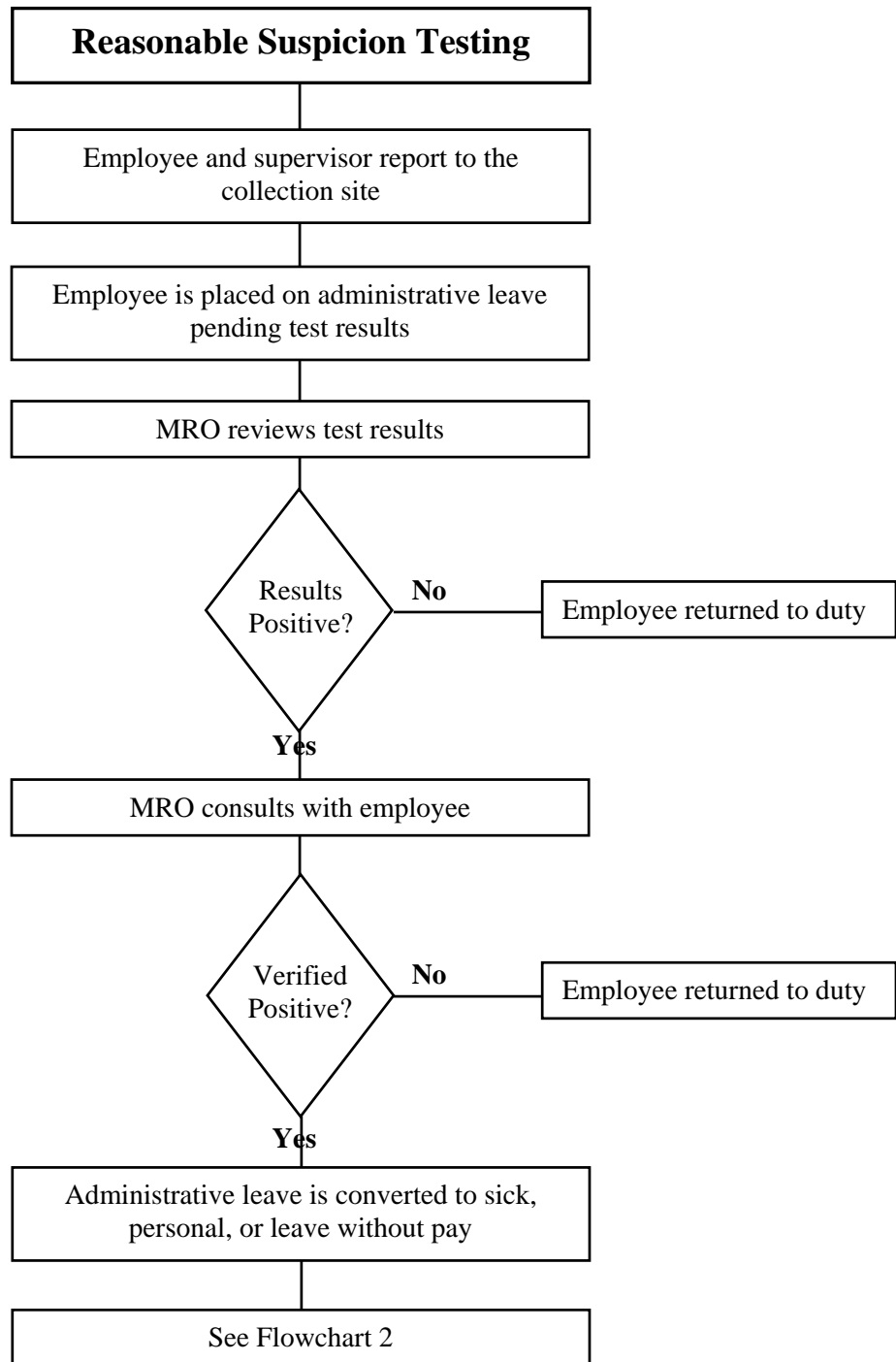
**ATTACHMENT 3 FLOW CHARTS
FLOW CHART 1**



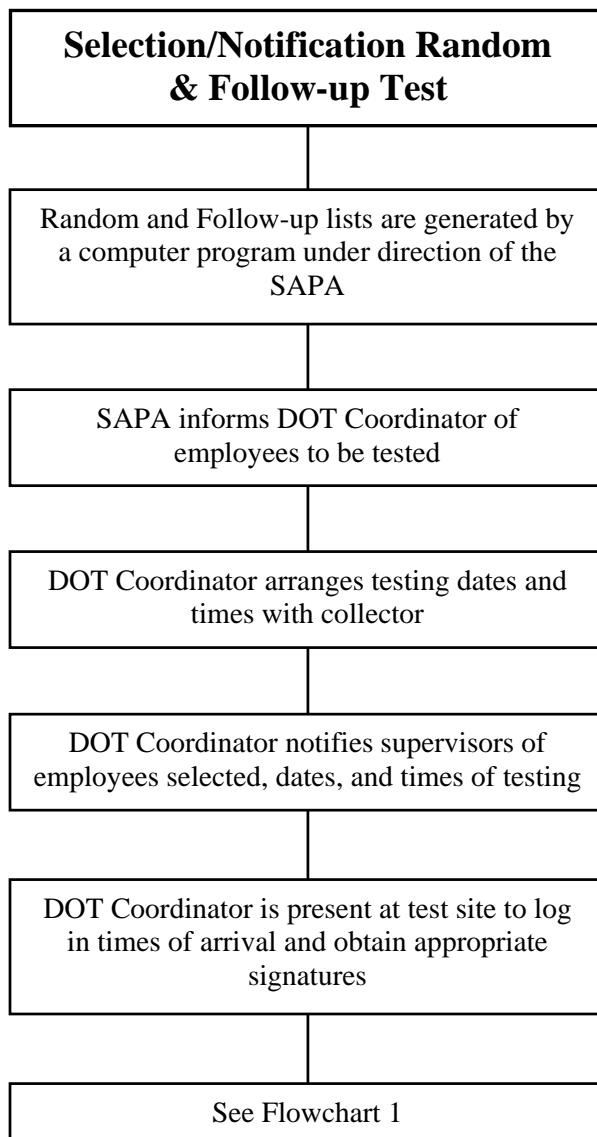
**ATTACHMENT 3 FLOW CHARTS
FLOW CHART 2**



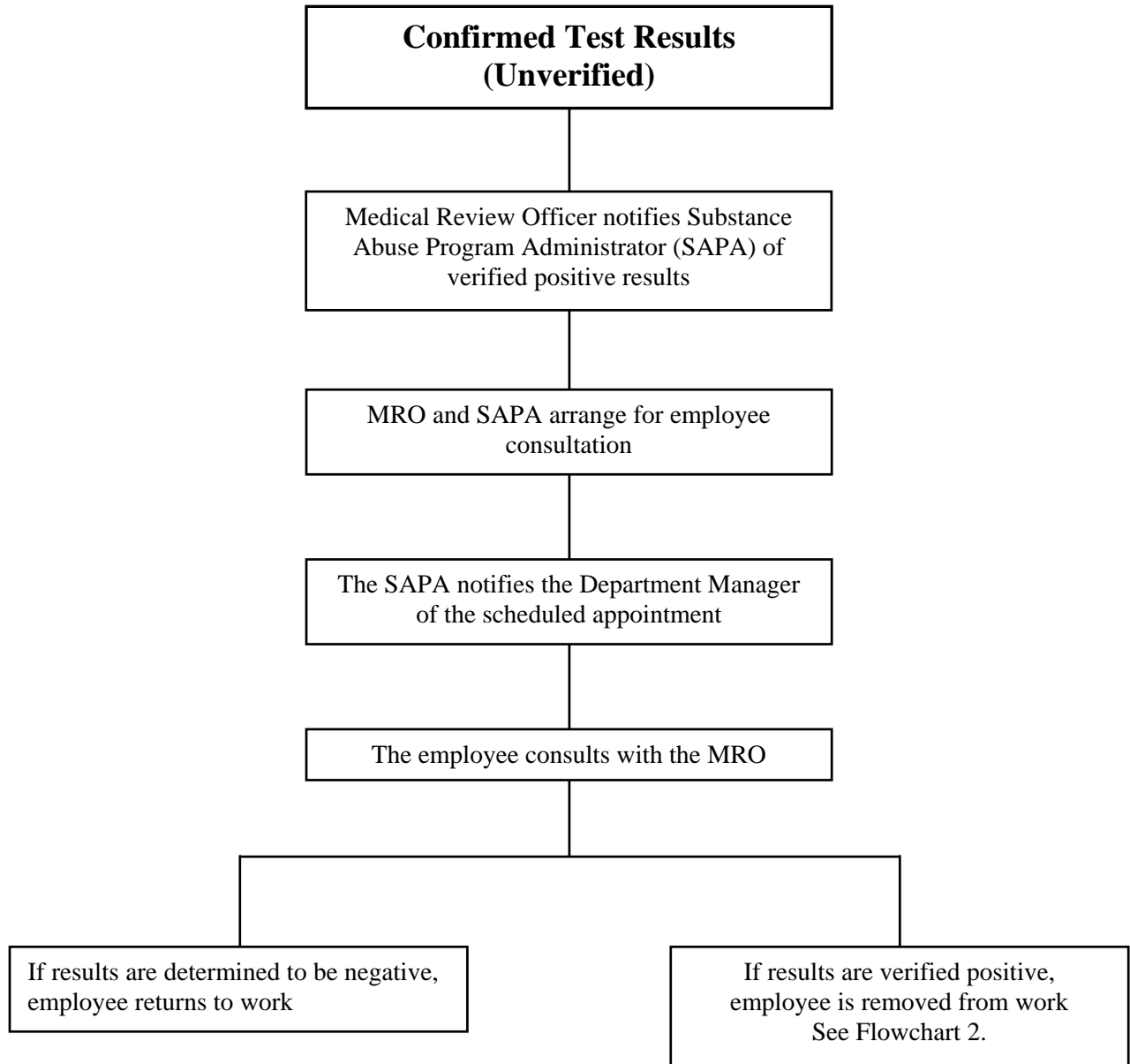
ATTACHMENT 3 FLOW CHARTS
FLOW CHART 3



**ATTACHMENT 3 FLOW CHARTS
FLOW CHART 4**

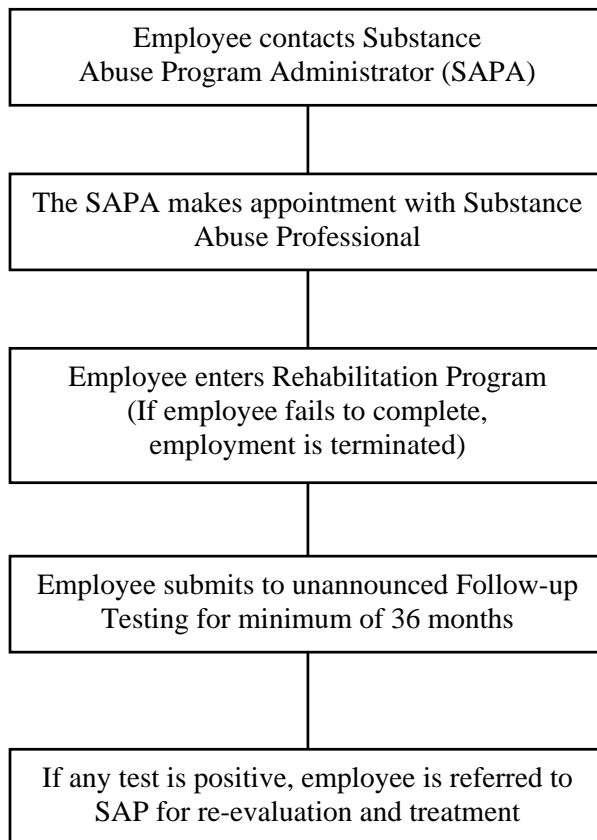


**ATTACHMENT 3 FLOW CHARTS
FLOW CHART 5**



**ATTACHMENT 3 FLOW CHARTS
FLOW CHART 6**

SELF-REFERRAL FLOW CHART



APPENDIX F

SUBSTANCE ABUSE TESTING AND REHABILITATION PROGRAM

GAS PIPELINE DIVISION – IBEW and PAS

The Research and Special Programs Administration (RSPA) of the United States Department of Transportation (DOT) has issued 49 CFR Part 199 which mandates urine drug testing and breathalyzer alcohol testing for employees of pipeline facility operators and prohibits performance of pipeline-related functions when there is a positive test result. The DOT has enacted 49 CFR Part 40, which sets standards for the collection and testing of urine and breath specimens. All such regulations have been incorporated into the terms of this program

TABLE OF CONTENTS

	<u>PAGE</u>
1. INTRODUCTION.....	155
2. EDUCATION/TRAINING.....	155
3. EMPLOYEES SUBJECT TO DRUG AND ALCOHOL TESTING AND COMPLIANCE REQUIREMENTS.....	156
4. PROHIBITED SUBSTANCES.....	156
4.1 DRUGS.....	156
a. Specimen Collection/Testing.....	157
b. Employee Requested Second Test.....	157
c. Test Results.....	158
4.2 ALCOHOL.....	158
4.3 BEHAVIOR THAT CONSTITUTES A REFUSAL TO SUBMIT TO A TEST.....	159
4.4 BEHAVIOR THAT CONSTITUTES FRAUD.....	159
4.5 MANUFACTURE, TRAFFICKING, POSSESSION AND USE.....	159
5. MEDICAL REVIEW OFFICER.....	159
a. General.....	159
b. Responsibility.....	159
c. Medical Review Officer Determination.....	160
6. JOINT LABOR-MANAGEMENT OVERSIGHT COMMITTEE.....	160
7. PRE-EMPLOYMENT TESTING.....	161
8. REASONABLE SUSPICION TESTING.....	161
a. Reasonable Suspicion Defined.....	161
b. Reasonable Suspicion Testing Procedure.....	161
c. Testing Time Limits.....	161
(1) Alcohol.....	161
(2) Drugs.....	162
9. POST-ACCIDENT TESTING.....	162
a. Accident Defined.....	162
b. Decision to Test an Employee.....	163

TABLE OF CONTENTS

(Continued)

	<u>PAGE</u>
10. RANDOM TESTING	163
a. Random Testing Defined.....	163
b. Testing Time Limits.....	163
c. Testing Limits	163
11. RETURN-TO-DUTY TESTING.....	163
12. FOLLOW-UP TESTING	164
13. SUBSTANCE ABUSE PROFESSIONAL (SAP).....	164
14. PROHIBITED SUBSTANCE ABUSE REHABILITATION PROGRAM	164
a. Introduction.....	164
b. Participation	165
(1) Positive Test	165
(2) Voluntary Admittance.....	165
c. Duration and Nature of Treatment	165
d. Flow Chart.....	165
15. ADMINISTRATION	166
a. Testing and Waiting Time	166
b. Union Representation	166
c. Grievance and Arbitration Rights and Remedies.....	166
d. Testing Documentation.....	166
e. Access to Records	167
16. CONFIDENTIALITY	167
17. SYSTEM CONTACTS	167
18. PROGRAM STEPS.....	168
a. Introduction.....	168
b. Positive Drug and/or Alcohol Test.....	168
c. Voluntary Request for Substance Abuse Treatment.....	169
ATTACHMENT 1 – Pipeline Classification Summary.....	170
ATTACHMENT 2 - Glossary of Terms.....	171
ATTACHMENT 3 - Flow Charts	173

Appendix F (Cont.)

1. **INTRODUCTION**

The Sacramento Municipal Utility District (SMUD) and the International Brotherhood of Electrical Workers (IBEW), Local 1245, agree that employees must be able to work in an environment free of drugs and alcohol. It is our goal to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse; prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and, to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

The program contains the following:

- a. Has as a primary goal the safe operation and maintenance of the pipeline to assure protection to the public and environment;
- b. Has an equally important goal of creating a workplace free of drug and alcohol within which the employees may have safe and productive careers with SMUD;
- c. Provides to employees, suffering from the effects of drug and/or alcohol abuse or misuse, an opportunity for rehabilitation as described in the program; and,
- d. The Research and Special Programs Administration (RSPA) of the United States Department of Transportation (DOT) has issued 49 CFR Part 199 which mandates urine drug testing and breathalyzer alcohol testing for employees of pipeline facility operators and prohibits performance of pipeline-related functions when there is a positive test result. CFR 49 Part 40 covers standards for the collections and testing of urine and breath specimens of pipeline employees. All such regulations have been incorporated into the terms of this program.

2. **EDUCATION/TRAINING**

The District has established a Substance Abuse Education Program ("SAEP") which will be available to all employees.

The SAEP educates employees about drugs and alcohol and their effects and consequences. It helps motivate employees to understand the problems involved in using drugs and alcohol and the ways such use could compromise their own personal functioning, as well as their functioning on the job.

The program will consist of direct mailings and meetings for all employees of pertinent information on drug and alcohol abuse or misuse such as:

- What drugs and alcohol are, their effects and their dangers;
- Short and long term effects of drugs and alcohol and the consequences of their use on personal health, safety, and the work environment;

Appendix F (Cont.)

- The threats of drug and alcohol use to living a productive and fulfilling life;
- The manifestations and clues that indicate drug and alcohol use and how to help your fellow workers, family, and friends.

Employees shall also receive a copy of all rules or policies regarding the use of prohibited substances.

The SAEP will be updated as necessary to include current information on drug and alcohol use and abuse.

3. **EMPLOYEES SUBJECT TO DRUG AND ALCOHOL TESTING AND COMPLIANCE REQUIREMENTS**

All employees shall be subject to the urine drug testing and breath alcohol testing provisions of this program. Compliance with the terms of this program is mandatory and applies to all employees when they are on the District's property or when performing any District-related function. This program applies to all drug use and alcohol use during off-site lunch periods or breaks when an employee is scheduled to return to work performing driving, customer contact, or gas pipeline duties.

All employees shall be subject to drug and/or alcohol testing prior to employment in a District or Gas Pipeline position, for reasonable suspicion, and following an accident as defined in Section 9 of this policy. All employees will be tested prior to and after return to duty after failing a drug and/or alcohol test and/or after completion of a rehabilitation treatment. A list of classifications subject to pre-employment testing is attached.

In addition, all employees of pipeline facility operations are subject to random testing for the presence of prohibited drugs.

4. **PROHIBITED SUBSTANCES**

Under this program, "prohibited substances" shall be defined as the following:

4.1 **DRUGS**

No employee shall report for duty or remain on duty when his/her ability to perform assigned functions is affected by drugs. No employee shall use drugs while on duty, 4 hours prior to reporting to duty, or up to 8 hours following an accident, or until the employee undergoes a post-accident test, whichever occurs first.

The drugs that will be tested for include: marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40 for a confirmation test.

Appendix F (Cont.)

Substances will be added to the panel for testing only with agreement of the parties or as required by Department of Transportation guidelines, as may be amended from time to time.

a. Specimen Collection/Testing

Employees shall be directed to the designated location to provide a urine sample for drug testing. The specimen collection procedures shall be performed pursuant to 49 CFR Part 40. The laboratory drug test shall be performed in accordance with the procedures outlined in 49 CFR Part 40.

The split-sample method of collection will be used. If the test of the first bottle is positive, the employee may request that the MRO direct the second bottle to be tested in a DHHS-Certified laboratory for the presence of drug(s) for which a positive result was obtained in the test of the first bottle. If the result of the second bottle is verified negative, the MRO shall report to the District a negative test result.

The collection site person shall instruct the employee to provide at least 45 ml of urine. If the employee is unable to provide such a quantity of urine, the collection site person shall instruct the employee to drink not more than 40 ounces of fluids and, after a period of up to three hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded. If the employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the District so notified. The District shall refer the individual for a medical evaluation to develop pertinent information concerning whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. If inability to provide a sample is genuine, the test is recorded as excused.

b. Employee Requested Second Test

An employee who questions the results of a required drug test under this program may request that re-analysis of the specimen be conducted. This test must be conducted at a DHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. An employee requesting a retest pursuant to this provision must submit a written request to the MRO within 72 hours of receipt of a verified positive test result or refusal to test because of adulteration or substitution. Requests after 72 hours will only be honored at the MRO's sole discretion and then only if the delay was due to documentable facts that were beyond the control of the employee. The employee may specify retesting by the original laboratory or by a second laboratory that is certified to perform drug tests by the DHHS. The originating laboratory shall follow the DOT chain-of custody procedure when transferring the urine sample to the employee's chosen site. An employee making a request for a retest under this section may be required to advance the cost of the additional analysis and all costs associated with the transfer of the specimen to another laboratory, including shipping and handling. The employee may use accrued sick leave and/or personal leave during the time he or she is waiting for the retest results. If the retest results in a negative test, the District shall reimburse any cost collected in advance, restore any used accruals and pay for time lost, if any, during the retesting period. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40.

Appendix F (Cont.)

The Union shall have the right to request re-analysis of an employee's specimen if it is an issue in the grievance procedure. Such re-analysis may be done by the original laboratory or by a second laboratory that is certified to perform drug tests by DHHS under the criteria specified in 49 CFR Part 40. All costs associated with such re-analysis shall be borne by the Union. Upon request, the Union shall provide to the District all chain of custody and laboratory analysis data and documentation related to the specimen re-analysis.

c. Test Results

The MRO shall report whether or not the individual has tested positive or negative to the District's Substance Abuse Program Administrator. The District's Substance Abuse Program Administrator shall contact the employee's Department Manager and direct him/her in the action to be followed in accordance with this program.

An individual who has tested negative shall be returned to work immediately.

An individual whose test is verified positive shall immediately be removed from his/her position and placed on personal leave, sick leave or leave without pay. The employee will be evaluated by a Substance Abuse Professional (SAP), informed of educational and rehabilitation programs available, and may be referred for rehabilitation treatment. Before returning to regular duty, the employee shall be required to comply with the SAP recommended treatment and test negative on a return-to-duty test. A positive test may also result in disciplinary action up to and including termination.

4.2 ALCOHOL

No employee shall report for duty or remain on duty when his/her ability to perform assigned functions is affected by alcohol or when his/her alcohol concentration is 0.04 or greater. No employee shall use alcohol while on duty, 4 hours prior to reporting to duty, or up to 8 hours following an accident, or until the employee undergoes a post-accident test, whichever occurs first.

Test for alcohol concentration will be conducted utilizing a Research and Special Projects Administration (RSPA) approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). The use of alcohol or substances, including any medication such that alcohol is present in the body, while performing a District function is prohibited. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmation test shall be conducted at a minimum of 15 minutes after the initial breath alcohol test, however, within 20 minutes of the completion of the initial test.

An employee testing between .02 and .04 a second time within 12 months will be referred to the SAP for evaluation.

Appendix F (Cont.)

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this program. Any employee who has a verified positive alcohol test with a concentration of 0.04 or greater will be immediately removed from his/her position and placed on sick leave, personal leave or leave without pay. The employee will be evaluated by the SAP, informed of educational and rehabilitation programs available, and may be referred for rehabilitation treatment. A positive test may also result in disciplinary action up to and including termination.

4.3 BEHAVIOR THAT CONSTITUTES A REFUSAL TO SUBMIT TO A TEST

Any employee who refuses to comply with a request for testing shall be referred to the SAP. Refusal can include an inability to provide a specimen or breath sample without a valid medical explanation, a failure to drink fluids in order to provide a sufficient specimen, a verified adulterated or substituted test result, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

4.4 BEHAVIOR THAT CONSTITUTES FRAUD

Any employee who provides false information in connection with a test, or attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and their employment terminated.

4.5 MANUFACTURE, TRAFFICKING, POSSESSION AND USE

Any employee engaging in the manufacture, distribution, dispensing, possession, or use of prohibited substances on District premises, in any District vehicle, in uniform, or while on District time or business will be subject to disciplinary action up to and including termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

5. MEDICAL REVIEW OFFICER

a. General

The District shall employ the services of a Medical Review Officer (MRO) who shall be a licensed physician with knowledge of substance abuse disorders and who has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her individual medical history and any other relevant biomedical information.

b. Responsibility

The MRO shall:

- (1) Receive the results of all drug tests from the laboratory;
- (2) Determine whether or not an individual has a positive or negative drug test;
- (3) Determine whether or not an individual has an adulterated or diluted result;
- (4) Report all test results to the Substance Abuse Program Administrator; and,

Appendix F (Cont.)

(5) Comply with all MRO responsibilities and procedures provided for in the DOT Regulations.

c. Medical Review Officer Determination

Prior to notifying the Substance Abuse Program Administrator of a verified positive test result, the MRO must attempt to notify the individual who was tested positive.

The main element in the review and evaluation of a positive test result received by the MRO from the laboratory is a confidential interview by the MRO with the individual who tested positive in order to examine possible alternate medical explanations for the positive test result.

The MRO shall notify an employee who has a verified positive test or a verified adulterated or substituted test result that the employee has 72 hours in which to request a re-analysis of the original specimen. The MRO may also direct a re-analysis of the original sample if he/she questions the accuracy or validity of any test result.

The MRO shall inform the Substance Abuse Program Administrator of any test result (both positive and negative) in compliance with DOT requirements.

Information provided to the MRO by the employee during the interview will be released by the MRO only as it relates to issues raised in a grievance procedure.

The District's contract with the MRO will ensure that the MRO shall conduct his/her interaction with an individual in a confidential manner and maintain any records confidentially in compliance with DOT requirements.

The MRO must be able to certify that he/she has no affiliation with the laboratory conducting tests on specimens for analysis.

6. **JOINT LABOR-MANAGEMENT OVERSIGHT COMMITTEE**

Although not required by DOT, a joint labor-management committee comprised of up to three members appointed by the District and three members appointed by the Union shall oversee this program. Employee members appointed by the IBEW shall not lose pay for their participation in jointly convened meetings.

Generally, the committee shall have the duty and authority to review the operation of the Program and:

- a. Participate in and make recommendations for the selection of the Medical Review Officer (MRO) and/or Substance Abuse Professional (SAP) and review his/her work on at least a semi-annual basis;
- b. Participate in and make recommendations for the selection of the primary and back-up approved testing laboratory, review and monitor its procedures;
- c. Participate in and make recommendations for the selection of a specimen collection site and review collection procedures;

Appendix F (Cont.)

- d. Review the current literature and research on all facets of this program including the latest drug and alcohol testing technology, the latest procedures and techniques for successful rehabilitation, and the latest legal opinions and rulings that impact on the subject. Make recommendations on changes and improvements in the program; and,
- e. Assist in administering the Substance Abuse Education Program for all employees.

7. **PRE-EMPLOYMENT TESTING**

An employee promoting or transferring from a non-gas pipeline position to a gas pipeline position must pass a urine drug test and breath alcohol test administered in accordance with this program prior to beginning work in the new gas pipeline position.

An employee whose test is verified positive for a prohibited drug will be removed from work, placed on leave, and directed to the SAP for evaluation and possible referral for rehabilitation treatment.

8. **REASONABLE SUSPICION TESTING**

a. Reasonable Suspicion Defined

An employee is reasonably suspected of using a prohibited substance when a supervisor, who is trained to detect the signs and symptoms of drug and alcohol use, reasonably suspects that an employee is adversely affected or impaired in his/her work performance due to drug and/or alcohol abuse or misuse. The reasonable suspicion test will be based on contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the employee which are characteristic of drug or alcohol abuse and/or misuse. The supervisor will record his/her observation on a District supplied form, which must be completed prior to a recommendation for testing.

b. Reasonable Suspicion Testing Procedure

Employees subject to reasonable suspicion testing shall be tested in accordance with Section 4 above, relieved from duty, and placed on administrative leave pending the results of the test(s). If the test result is positive, administrative leave shall be converted to sick leave, personal leave, or leave without pay as appropriate.

c. Testing Time Limits

(1) Alcohol

Reasonable suspicion testing is authorized only if the observations are made during, just preceding, or just after the period of the workday that the employee is required to be in compliance with this program. The District may direct a covered DOT employee to undergo reasonable suspicion testing for alcohol only while the employee is performing covered functions, just before the employee is performing covered functions, or just after the employee has ceased performing such functions. A test under this section must be administered as soon as possible following the determination to test. However, if a test is not administered within 8 hours following determination, the District shall cease attempts to administer an alcohol test.

Appendix F (Cont.)

(2) Drugs

The District is required to test employees for prohibited drug use if the District has reasonable suspicion to believe that an employee has used prohibited drugs. The employee shall be tested as soon as possible following such determination but no later than 32 hours following determination.

9. **POST ACCIDENT TESTING**

a. Accident Defined

A gas pipeline employee will be required to undergo urine and breath testing if involved in an accident as defined below:

- (1) An event that involves a release of gas from a pipeline or of liquefied natural gas or gas from an LNG facility and
 - (i) a death, or personal injury necessitating in-patient hospitalization; or
 - (ii) estimated property damage, including cost of gas lost, of the operator or others, or both, of \$50,000 or more.
- (2) An event that results in an emergency shutdown of an LNG facility.
- (3) An event that is significant, in the judgment of the operator, even though it did not meet the criteria of paragraphs (1) or (2).

As soon as possible but no later than 32 hours after an accident, an operator shall drug test each employee whose performance either contributed to the accident or cannot be completely discounted as a contributing factor to the accident. If an employee is injured, unconscious, or otherwise unable to evidence consent to the drug test, all reasonable steps must be taken to obtain a urine sample. An operator may decide not to test under this paragraph but such a decision must be based on the best information available immediately after the accident that the employee's performance could not have contributed to the accident or that, because of the time between that performance and the accident, it is not likely that a drug test would reveal whether the performance was affected by drug use.

Following an accident, the gas pipeline employee will be tested as soon as possible, but not to exceed 8 hours for alcohol testing. Any employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have refused the test and their employment will be terminated. Employees tested under this provision will include not only the operations personnel, but also any other covered employees whose performance could have contributed to the accident. Employees subject to post-accident testing shall be relieved from duty and placed on administrative leave pending the results of the test(s).

Appendix F (Cont.)

An employee who is subject to post-accident testing and who fails to remain readily available for such testing, including notifying the District of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed by the District to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a covered 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.

b. Decision to Test an Employee

The decision whether or not to administer a prohibited substance test under this section shall be made by the District. Such decision shall be based upon the information available at the time and in accordance with 49 CFR Part 199.

10. **RANDOM TESTING**

a. Random Testing Defined

Employees of a pipeline facility operator will be subject to random, unannounced drug testing. Employees subject to random testing shall not be relieved from active service pending the results of the test(s).

b. Testing Time Limits

Upon notification of selection for random testing, an employee shall proceed to the test site immediately. Test must be completed within three hours of employee notification.

c. Testing Limits

Employees shall remain readily available for testing. If the employee does not do so, the District can treat such behavior as refusing to submit to a test. Remaining readily available means that the District knows the whereabouts of the employee and must conduct the test as soon as practicable.

The District will conduct random drug tests at the minimum annual rate permitted by the Research and Special Programs Administration (RSPA) or designee.

11. **RETURN-TO-DUTY TESTING**

Any employee whose test result is verified positive on a drug and/or alcohol test administered under this program may not return to work until he or she is evaluated and released to duty by the Substance Abuse Professional and has a negative return-to-work drug and/or alcohol test. Employees notified of testing negative on a return-to-work test must report to work at the beginning of their next regularly scheduled assignment unless instructed otherwise. Employees will be required to undergo frequent unannounced urine and/or breath testing during the follow-up period, as determined by the Substance Abuse Professional.

Failure to test negative on a return-to-work drug test will result in termination of employment. (See Section 18)

Appendix F (Cont.)

12. **FOLLOW-UP TESTING**

Upon returning to duty, an employee who previously tested positive shall be subject to unannounced testing during the 60 months period after returning to work. During the first year upon passing a return-to-duty test, the employee shall be subject to a minimum of six unannounced tests in addition to other program testing. Failing any test may result in termination of employment. (See Section 18) The duration and frequency of follow-up tests will be determined by the Substance Abuse Professional.

13. **SUBSTANCE ABUSE PROFESSIONAL (SAP)**

Any employee who tests positive for the presence of alcohol or a prohibited substance above the minimum thresholds set forth in 49 CFR Part 40, or refuses to take a test, must be evaluated by an SAP. The minimum thresholds for alcohol and prohibited substances on a confirmation test are as follows:

Alcohol	.04% concentration
Marijuana metabolite	15 ng/ml
Cocaine metabolite	150 ng/ml
Opiates	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	500 ng/ml

The SAP is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAP will inform the employee of available education and rehabilitation programs and evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

14. **PROHIBITED SUBSTANCE ABUSE REHABILITATION PROGRAM**

a. Introduction

Under the terms of this Drug and Alcohol Testing Program, the District shall provide, at no cost to the employee, a Rehabilitation Program for treatment of employee drug and/or alcohol abuse problems.

Subsequent voluntary admissions to a drug and/or alcohol abuse rehabilitation program will be provided by the District at a minimum interval of not less than three (3) years. The employee will be responsible for paying 50% of the cost of such a rehabilitation program.

Appendix F (Cont.)

b. Participation

(1) Positive Test

The Rehabilitation Program is available for employees who have tested positive for a "prohibited substance" as defined in this Drug and Alcohol Testing Program. When presented by the SAP, participation attendance at regularly scheduled appointments, meetings, and/or sessions, and completion of the Rehabilitation Program are mandatory. Failure of an employee to attend and/or complete a prescribed program or any component or part thereof will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program prescribed by the SAP and the program staff.

(2) Voluntary Admittance

Employees who feel they have a problem with drugs and/or alcohol may request voluntary admission to the rehabilitation program. Requests for voluntary admission must be made (1) prior to an employee having been notified to report for a random screening or post-accident screening pursuant to DOT program rules; or (2) prior to an employee having been directed by a supervisor to report for a reasonable suspicion test; or, (3) prior to being formally recommended for termination for cause. Requests must be submitted to the Substance Abuse Program Administrator for review and referral to the rehabilitation program administrative staff. Program costs will be paid by the District. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must pass a return-to-work drug/alcohol test and will be subject to follow-up testing for 36 months following return to duty.

A positive follow-up test will result in re-evaluation by the SAP. A subsequent positive follow-up, return-to-work test, post-accident test or reasonable suspicion test within the 36 months will result in termination from employment. The duration and frequency of the follow-up tests will be determined by the SAP.

Participants in the rehabilitation program may use accumulated sick leave, personal leave and floating holidays. Should an employee have no accrued paid time off available or exhaust their accrual balance during rehabilitation, he/she will be placed on unpaid medical leave status.

c. Duration and Nature of Treatment

The duration and nature of treatment of an employee will be determined by the SAP and/or rehabilitation assessment personnel.

d. Flow Chart

See Section 18 for further detail and explanation of the integration of rehabilitation into the Program.

15. **ADMINISTRATION**

a. Testing and Waiting Time

All time spent on testing, including travel time (if any) and awaiting the test result, shall be considered as paid time under regular pay status, including overtime, if applicable. An employee with a verified positive test result will be taken off regular paid status and placed on personal leave, sick leave or leave without pay after notification of a positive test result as provided herein.

Employees requesting a retest of a positive urine sample may use accrued sick leave and/or personal leave. Should the original test result (positive) be different than that of the retest (negative), the employee will be paid for all time lost and his or her accruals will be restored. Should the original test result (positive) be the same as that of the retest (positive), no restoration of leave or pay will occur.

b. Union Representation

In accordance with District policy, an employee shall be afforded an opportunity to confer with a Union representative in accordance with the principles of Weingarten. The employee shall have the right to be accompanied by a union representative, if one is reasonably available, when reporting to the testing site. Upon receiving a written release signed by the employee, the District will provide the Union with all records upon which the directive was based.

c. Grievance and Arbitration Rights and Remedies

Nothing in this program shall be interpreted so as to limit the District's right to assess disciplinary action, including termination for misconduct associated with a decision to direct a prohibited substance test under the terms of this program. Issues relating to the application, interpretation, and enforcement of this Drug and Alcohol Testing Program as set forth herein, including, but not limited to, the imposition and severity of any discipline not agreed to hereunder, shall be subject to the grievance and arbitration procedures as outlined in the Memorandum of Understanding.

d. Testing Documentation

Documentation of a positive drug and/or alcohol test result shall remain in an employee's Substance Abuse Program record for a minimum of 60 months. The time period shall begin from the date of returning to work pursuant to the provisions of this program; or

In the event the SAP directs a follow-up testing period longer than 60 months, documentation shall remain in the employee's Substance Abuse file until the end of the follow-up period.

If there have been no positive drug or alcohol tests within 60 months DOT or 36 months non-DOT or the extended follow-up testing period, the original testing documentation will be moved to the "Confidential Sector" of the employee's personnel file and will not be considered in any subsequent employment action.

Appendix F (Cont.)

e. Access to Records

An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his or her drug or alcohol tests. The District shall provide promptly the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records other than those specifically requested. There will be no charges associated with records obtained directly from the District; however, the employee will be responsible for payment of any charges associated with records obtained from an outside testing agency.

16. **CONFIDENTIALITY**

The District shall assure it will comply with DOT regulations as they apply to confidentiality and privacy throughout the testing process by handling information on a need-to-know basis. Except as may be authorized or required by law, and as permitted herein, any release of this information is prohibited without the express written permission of the employee tested. In a proceeding brought by or on behalf of a DOT-regulated employee resulting from a positive test or a substituted or adulterated result (e.g., lawsuit or grievance), the employer may release employee test result information without the employee's consent. The MRO shall notify the District's designated representative(s), whether an employee has a negative or positive test in accordance with 49 CFR Part 40.

17. **SYSTEM CONTACTS**

Any questions regarding this program or any other aspect of the drug-free and alcohol-free program should be referred to the Substance Abuse Program Administrator:

Mike Wirsch
MS B357
Extension 6754
Cell 916-835-9398

For information about the drug/alcohol testing selection process:

DOT Coordinator:

Jude Thompson
MS H201
Extension 6914

Medical Review Officer:

Rudolf Iskandar, MD
Sutter Health Services
11121 Sun Center Dr., Suite A
Rancho Cordova, CA 95670
Phone 916-635-3570
Fax 916-852-7910

Collection Site:

Sutter Occupational Health
1708 – 59th Street
Sacramento, CA 95819
Phone 916-732-5243
Fax 916-732-6591

After Hours Collection Site:

Collection Plus
2129 Hacienda Way, Suite H
Sacramento, CA 95825
Phone 916-487-3152
Pager 855-0205

Appendix F (Cont.)

Substance Abuse Professional:

Duncan MacPherson
NCR
11622 Fair Oaks Blvd. Suite 103
Fair Oaks, CA 95628
Phone 916-961-1010
Fax 916-961-1011

Laboratory:

Quest Diagnostics
7600 Tyrone Avenue
Van Nuys, CA 91405
Phone 800-877-7484

18. **PROGRAM STEPS**

a. Introduction

The following analysis illustrates the two procedures contained in this Drug and Alcohol Testing and Rehabilitation Program. The first sets out the steps followed if an employee tests positive for a prohibited substance. The second shows the procedure if an employee voluntarily requests treatment of a substance abuse problem. Both procedures are also graphically displayed in flowchart format in Attachment 3.

b. Positive Drug and/or Alcohol Test

Step / Action

A The employee is notified of a verified positive test result.

B1 The employee is notified of a scheduled appointment with the SAP. Attendance and participation are mandatory.

B2 The District is notified that the employee failed to complete the program as specified by the SAP.

B3 The employee is discharged from employment unless the SAP and/or rehabilitation program personnel attest that the reason for failing to complete the program is through no fault of the employee. If such is the case, the employee is scheduled for a return-to-work test.

C1 The employee tests negative on a return-to-work test and is returned to work (Section 11), and

C2 The employee is subject to unannounced drug/alcohol testing for up to 5 years (60 months) as determined by the SAP. Such testing is in addition to the other program testing and shall be a minimum of 6 unannounced tests during the first year. (Section 12)

D1 The employee has a positive return-to-work test, then

D2 The employee is discharged from employment.

E1 After returning to work, an employee receives notice of a verified positive test result during the first 36 months or the duration of the follow-up testing period, whichever is longer, then

Appendix F (Cont.)

- E2 The employee is discharged from employment.
- F1 After returning to work, an employee has no verified positive test within 36 months or the duration of the follow-up testing period, whichever is longer; then the unannounced testing is discontinued, and
- F2 The employee's prior record of having a verified positive test result is moved to the confidential record. A subsequent verified positive test result is handled beginning at Step A.

c. Voluntary Request for Substance Abuse Treatment

Step / Action

- A The employee requests rehabilitation for a drug/alcohol problem.
- B1 The employee is scheduled for an appointment with the SAP.
- B2 The District is notified that the employee has been dismissed for cause from the rehabilitation program.
- B3 The employee is discharged from employment.
- C1 The employee completed rehabilitation and tests negative on a return-to-work test.
- C2 The employee is returned to work and subject to a minimum of 6 unannounced tests for the following 36 months. Such testing is in addition to the other program testing.
- D1 Within 36 months after returning to work, the employee is notified of a verified positive drug/alcohol test result on a test for a follow-up, random, reasonable cause, or post-accident drug/alcohol test.
- D2 The employee is notified of a mandatory referral to the SAP. (See Attachment 3)
- E1 The employee has a positive return-to-work test.
- E2 The employee is discharged from employment.
- F1 The employee has a negative return-to-work test.
- F2 Within 36 months after returning to work, the employee is notified of a verified positive test result on a reasonable cause, post-accident, random, or follow-up drug/alcohol test.
- F3 The employee is discharged from employment.
- G1 No verified positive test within 36 months or the duration of the follow-up testing period, whichever is longer; then, the unannounced testing is discontinued, and
- G2 The employee's prior record of having participated in the rehabilitation program is expunged.

ATTACHMENT 1
PIPELINE CLASSIFICATION SUMMARY

IBEW Represented and PAS Classifications

Pre-Employment:

All new employees

Post-Employment:

All employees in the Gas Pipeline Operations & Maintenance Department and any other employees working with pipeline operations required by 49 CFR Part 199.

ATTACHMENT 2

GLOSSARY OF TERMS

- ACCIDENT:** An incident reportable under Part 191 involving gas pipeline facilities or LNG facilities, as follows: an event that involves a release of gas from a pipeline or of a liquefied natural gas or gas from an LNG facility; and a death, or personal injury necessitating inpatient hospitalization; or estimated property damage, including cost of gas lost to the operator or others, or both, of \$50,000 or more; an event that results in an emergency shutdown of an LNG facility; an event that is significant, in the judgment of the operator, even though it did not meet the criteria in paragraphs (1) or (2) – release of gas, death or personal injury necessitating hospitalization.
- ALCOHOL:** The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.
- ALCOHOL CONCENTRATION:** The alcohol in a volume of breath expressed in terms of grams of alcohol per 21.0 liters of breath as indicated by a breath test.
- ALCOHOL USE:** The consumption of any beverage, mixture, or preparation including any medication, containing alcohol.
- BREATH ALCOHOL TECHNICIAN (BAT):** The breath alcohol technician shall be trained to proficiency in the operation of the EBT s/he is using and in the alcohol testing procedures. BATs are the only qualified personnel to administer the EBT test on employees.
- CHAIN OF CUSTODY:** 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:** A place designated by the District where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.
- COVERED EMPLOYEE:** Any person who performs on a pipeline or LNG facility an operating, maintenance, or emergency response function regulated by Parts 192 and 193. Such person may be employed directly by the operator, or by a contractor engaged by the operator. As applied in the regulations, "employee" and "applicant for employment" have the same meaning for the purpose of these requirements.
- DRUG METABOLITE:** The specific substance produced when the human body metabolizes a given prohibited drug as it passes through the body and is excreted in urine.
- EVIDENTIAL BREATH TESTING DEVICE (EBT):** The devices to be used for breath alcohol tests.
- FOLLOW-UP TESTING:** A covered employee who returns to duty is subject to unannounced follow-up drug and/or alcohol tests as recommended by the SAP.
- PROHIBITED DRUG:** Marijuana, cocaine, opiates, amphetamines, or phencyclidine.
- PROHIBITED SUBSTANCE:** Under this program shall mean prohibited drug use and/or alcohol misuse.
- POST ACCIDENT TEST:** A prohibited substance test administered to an employee when an accident has occurred and the employee performed a function which either contributed to the accident or could not be completely discounted as a contributing factor in the accident.

Appendix F (Cont.)

ATTACHMENT 2 (Cont.)

PRE-EMPLOYMENT TEST: A prohibited substance test given to an applicant or employee who is being considered for a gas pipeline position. The applicant or employee must be informed of the purpose for the test prior to the actual event.

RANDOM TEST: A prohibited substance test given annually to a predetermined percentage of employees who perform in gas pipeline-related functions and who are selected on a scientifically defensible random and unannounced basis.

REASONABLE SUSPICION TEST: A prohibited substance test given to a current employee who is reasonably suspected by a trained supervisor of using a prohibited substance.

RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION (RSPA): An agency of the U.S. Department of Transportation.

RETURN-TO-DUTY TEST: An initial drug test prior to return to duty given to employees who previously tested positive. This test is also required of an individual who has refused, for reasons related to medical inability as determined by the MRO, to take a test required by the FTA rule.

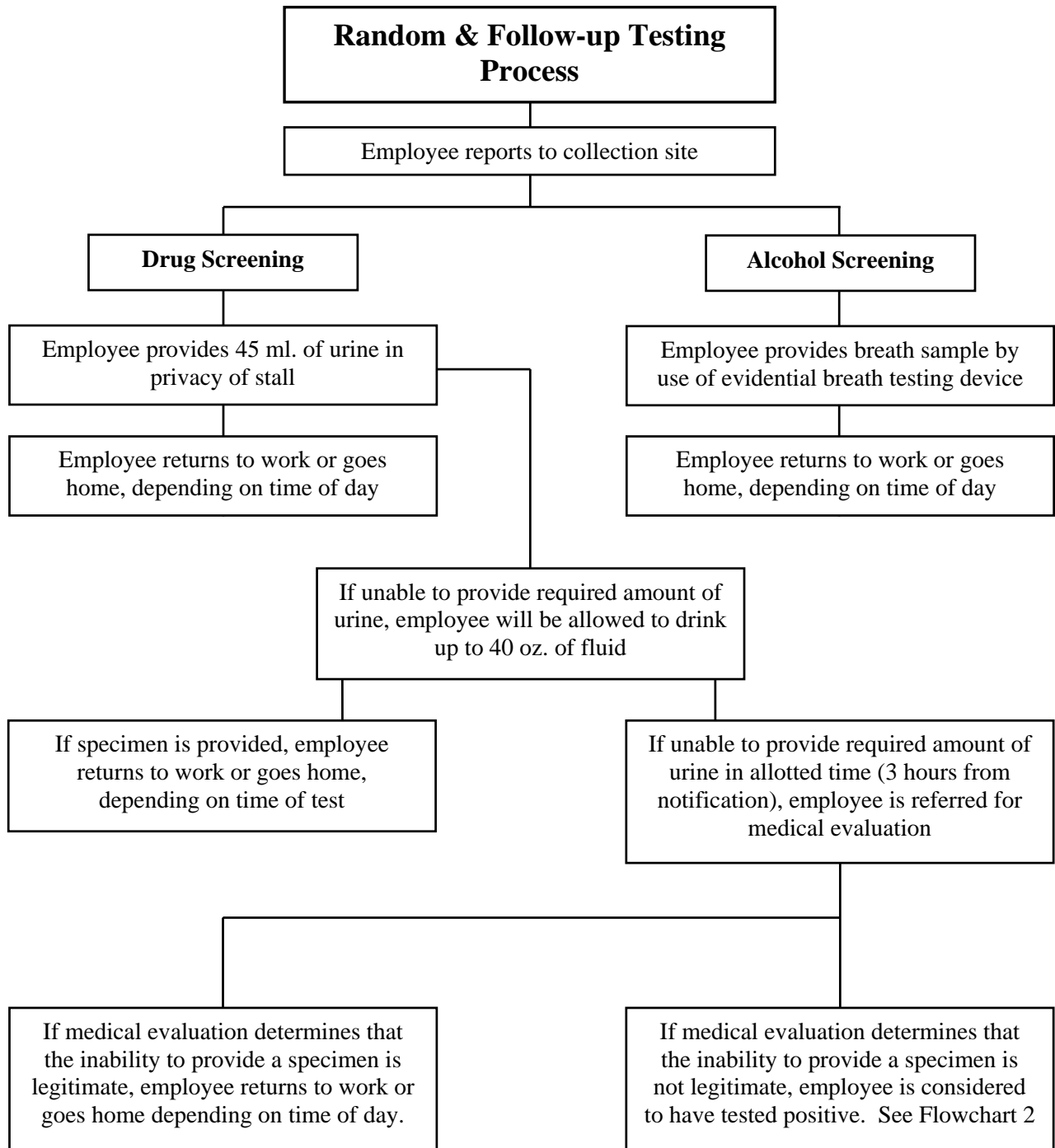
SUBSTANCE ABUSE PROFESSIONAL (SAP): A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.

VERIFIED NEGATIVE (DRUG TEST RESULT): A drug test result reviewed by an MRO and determined to have no evidence of prohibited drug use.

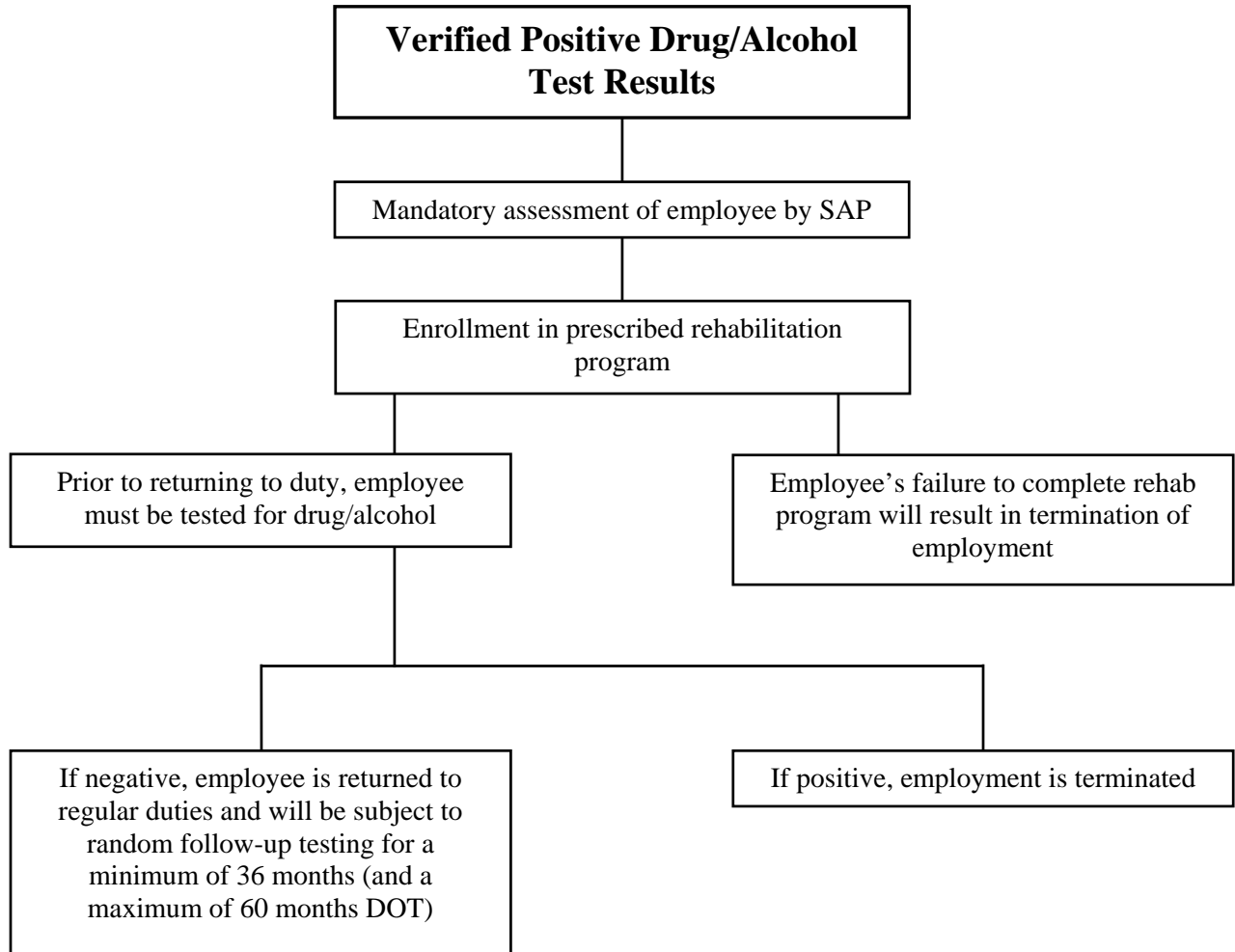
VERIFIED POSITIVE (DRUG TEST RESULT): A drug test result reviewed by an MRO and determined to have evidence of prohibited drug use.

WEINGARTEN: A National Labor Relations Board ruling that states a represented employee has the right of union representation during any employee/superior discussion that may result in disciplinary action.

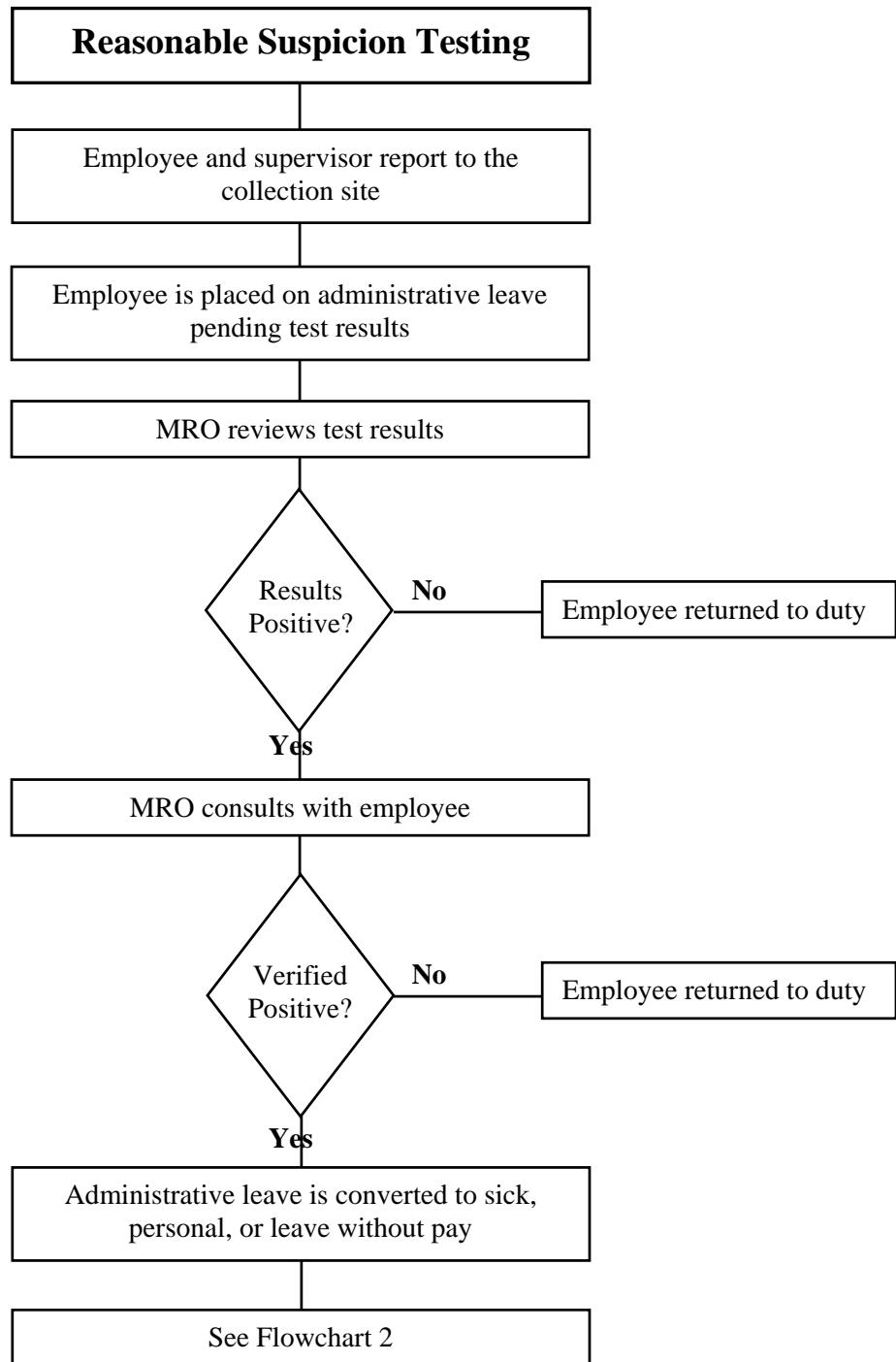
**ATTACHMENT 3 FLOW CHARTS
FLOW CHART 1**



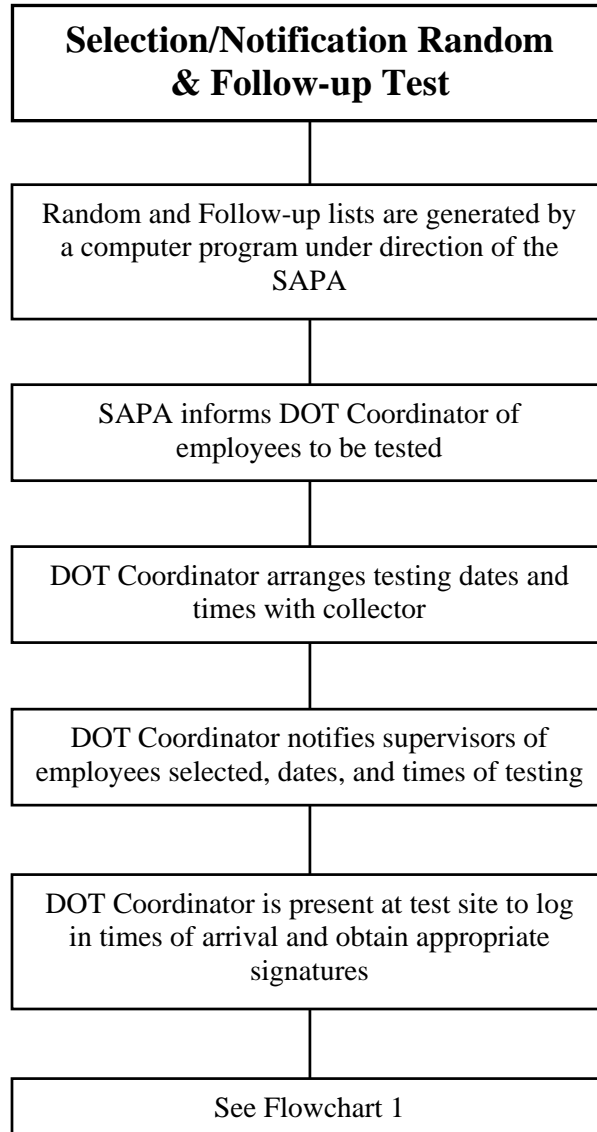
**ATTACHMENT 3 FLOW CHARTS
FLOW CHART 2**



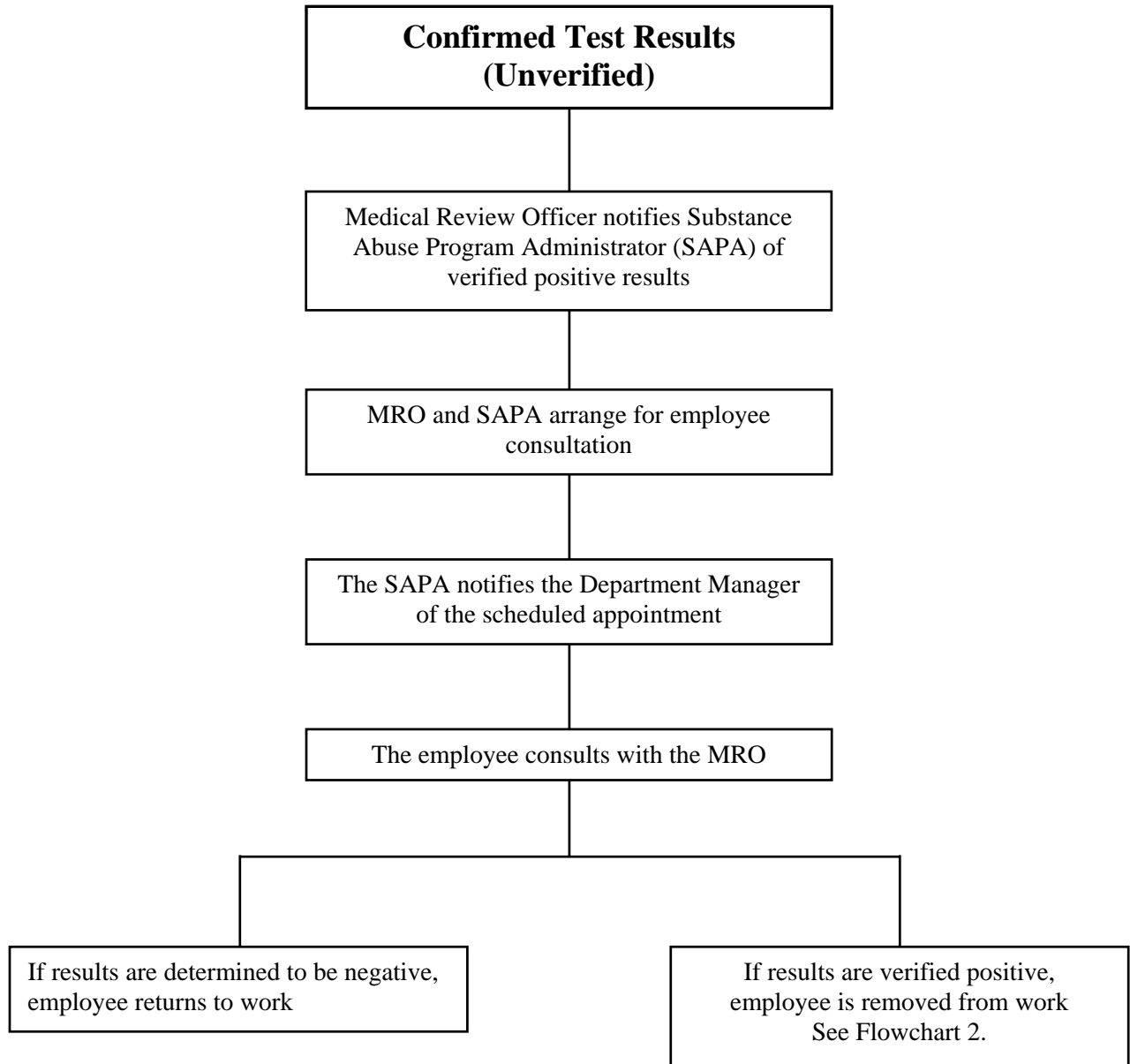
**ATTACHMENT 3 FLOW CHARTS
FLOW CHART 3**



**ATTACHMENT 3 FLOW CHARTS
FLOW CHART 4**

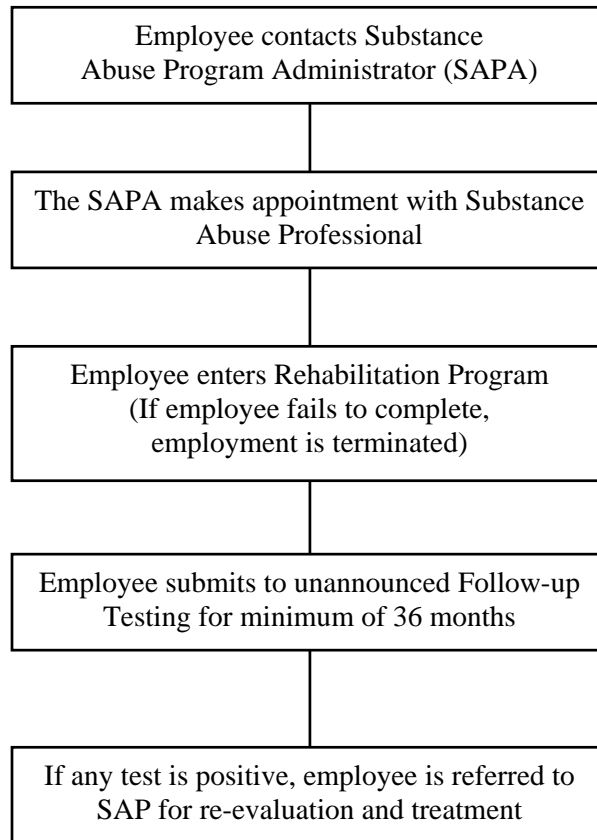


**ATTACHMENT 3 FLOW CHARTS
FLOW CHART 5**



**ATTACHMENT 3 FLOW CHARTS
FLOW CHART 6**

SELF-REFERRAL FLOW CHART



APPENDIX G

SUPPLEMENTAL LETTERS OF AGREEMENT

- RE: District/IBEW Agreement Regarding The Use Of Meter Service Provided (MSP) Contractor(s) (dated December 21, 1998)
- Letter Agreement SMUD/IBEW 99-01 – Tree Trimmer classification series Attachment A to Letter Agreement 99-01 (dated February 1, 1999)
- Letter Agreement (concerning Lineworker and Tree Trimmer Series) (DS 99-405 dated December 16, 1999)
- Change in SDP 4.1.3 ((Donation of Leave) Issue (dated October 9, 2000)
- Agreement Regarding Positive Discipline (dated November 1, 2000)
- Hiring Hall Agreement (LR 01-26 dated April 19, 2001)
- Letter Agreement regarding Change of Titles for Lineworker Series (LR 01-91 dated December 18, 2001)
- Letter Agreement To Close Current Custodian Classification And Establish A New Custodian Classification At Lower Pay Rates (LR 02-149 dated October 4, 2002)
- Letter Agreement - Establishment of a New Material Specialist Classification Series (LR 02-140 dated October 16, 2002)
- Letter Agreement – Operational Boundaries For PSO/DSO (LR 02-047 dated March 22, 2002)
- Letter Agreement - Installation Of ERT Meters (LR 03-153 dated July 25, 2003)
- Letter Agreement – Application Of Civil Service Rule 5 When Filling Vacancies (LR 03-169 dated August 14, 2003)
- Letter Agreement – Certify Meter Tech Apprentices to R/I 240 Volt and Below Meters (LR 03-203 dated October 29, 2003)
- Letter Agreement – Sacramento Local Conservation Corp to Assist With Cleanup of Rancho Seco During Peak Busy Season (LR 03-214 dated November 19, 2003)
- Letter Agreement – Critical Classifications (LR 05-076 dated June 28, 2006)
- Letter Agreement – Distribution Services Electrical Technician On-call Policy (LR 06-032 dated May 15, 2006)
- Letter Agreement - Distribution Services Electrician On-call (LR 06-033 dated July 17, 2003)
- Letter Agreement – Rubbing Gloving (LR 06-048 dated June 16, 2006)
- Letter Agreement – FR Clothing Agreement Revised (LR 06-062 dated August 31, 2006)

INDEX

12-Hour Shift - Benefits	23	Dental Contributions	104
12-Hour Shift - Continuation Of Schedule	23	Discipline	82
12-Hour Shift - Holiday Pay	57	Discipline Procedure	8
12-Hour Shift - Jury Duty	61	81	
12-Hour Shift - Observing Holiday	57	Distribution Services Emergency Response	
12-Hour Shift - Overtime	33	During Regular Work Hours	41
12-Hour Shift - Overtime Meals	49	District Tools	77
12-Hour Shift - Personal Leave Credit	52	DOT Drug & Alcohol	93
12-Hour Shift - Premium Holiday Pay	57	Double Time Pay	34
12-Hour Shift - Relief Crew	23	Dues/Fees	7
12-Hour Shift - Rest Period	39	Duty As A Witness	61
12-Hour Shift - Schedule	22	Early Call-In - Definition	5
12-Hour Shift - Shift Changes	23	Educational Assistance	97
12-Hour Shift - Shift Differential	15	Effective Date - Merit Increases	10
4/10 Shift - Continuation Of Schedule	22	Election Days	60
4/10 Shift - Lunch Period	22	Eligibility - Merit Increase	9
4/10 Shift - Overtime	33	Emergency Call-Out	41
4/10 Shift - Overtime Meals	49	Emergency Call-Out - Definition	5
4/10 Shift - Participation	22	Emergency Duty	41
4/10 Shift - Personal Leave Credit	52	Emergency Relief Schedule	20, 43
4/10 Shift - Rest Period	39	Emergency Work - Definition	5
4/10 Shift - Schedule	21	Employee Definitions	4
9/80 Shift - Continuation Of Schedule	21	Employee Life Insurance	106
9/80 Shift - Lunch Period	21	Employment Of Relatives	95
9/80 Shift - Overtime	33	Employment Of Relatives - Marriages	95
9/80 Shift - Overtime Meals	49	Employment Of Relatives - New Employees	95
9/80 Shift - Participation	21	Entry Rates - New Employees	9
9/80 Shift - Personal Leave Credit	52	ESN Requirements - Temporary Upgrades	11
9/80 Shift - Rest Period	38	Established Work Schedule	19
9/80 Shift - Schedule	20	Expenses	68
Advance Payment - Moving Expenses	74	Extended Compensation	106
Alternative Work Schedules	20	Extended Work Schedule - Definition	5
Alternative Work Schedules - Overtime	33	Financial and Safety Bonus Program	17
Apprentice Electrician Instructors	108	First Shift - Definition	6
Apprentice Wage Rates	12	First Shift - Shift Differential	15
Automatic Resignation	89	Flame Resistant Clothing	108
Basic and Alternative Work Schedules	19	General Manager's Hearing	81
Benefits	99	General On-Call Provisions	26
Bulletin Boards	111	Granting Merit Increases	10
Bumping	90	Grievance Procedure	79
Business Meeting Expenses	75	Grievances	78
Bypass Pay - Overtime	35	Grievances - Informal Resolution	79
Certification Requirements For Temporary Upgrade	11	Grievances - Representation	78
Change In Lunch Period	24	Grievances - Time Limits	78
Change In Schedule	20	Headquarters Definitions	4
Change In Shift	23	Holiday - District Observed	55
Change In Shift - Definition	5	Holiday - Floating	55
Change Of Law	8	Holiday - Observing	57
Claims Against The Moving Company	74	Holiday - Special	55
Classifications Requiring Commercial Driver's Licenses	115	Holiday Pay	34, 56
Coffee Breaks	111	Holiday Pay - District Observed Eligibility	55
COLA - Wages	12	Holiday Pay - Floating Eligibility	56
Commercial (Class A or B) Driver's License	16	Holiday Pay - Premium	57
Communications Expenses	75	Holiday Pay - Special Eligibility	56
Compensatory Time Off	37	Holidays	55
Conflict Of Law	112	Inclement Weather	98
Contracting Out	111	JATC	109
Court Appearance	60	Joint Labor-Management Council	109
CTO - Distribution Services	37	Jury Duty	60
CTO - Earning And Using	37	Layoff Procedure	90
CTO - Eligibility	37	Leave For Personal Business	63
Death In Family	60	Leave Of Absence	60
Deferred Compensation Enhancement Program	104	Leave Of Absence - Abuse	65
Definitions	4	Leave Of Absence - Court Appearance	60
Demotions	87	Leave Of Absence - Death In Family	60

Leave Of Absence - Effects On Benefits	64	Overtime - Maximum Allowed	35
Leave Of Absence - Effects On Payroll Deductions	65	Overtime - Meals.....	44
Leave Of Absence - Election Days	60	Overtime - Minimum Time	38
Leave Of Absence With Pay	60	Overtime - Shift Differential	16
Leave Of Absence Without Pay	63	Pay Rates.....	114
Long-Term Disability	105	Pay Rates - Temporary Upgrades.....	11
Lunch Periods	24	Payday.....	9
Maternity Leave	63	Payment For Time Not Worked	12
Maternity Leave - Nonmedical	63	Performance Evaluations.....	84
Maximum Overtime.....	35	Personal Appearance.....	94
Medical - Employee Contributions	100	Personal Leave	51
Medical - Retiree Contributions.....	102	Personal Leave - Accrual Limit.....	52
Medical Co-payments	99	Personal Leave - Bonus.....	52
Medical Leave.....	63	Personal Leave - Credits	52
Medical Transfers	87	Personal Leave - Earning	51
Merit Increases.....	9	Personal Leave - Effect Of Holidays.....	53
Mileage Reimbursement	68	Personal Leave - Emergency Conditions.....	53
Military Leave Of Absence	65	Personal Leave - Full-Time Employees	51
Minimum Time - Overtime.....	38	Personal Leave - Non-Accrual	52
Minimum Time Worked - Temporary Upgrade.....	11	Personal Leave - Normal Conditions.....	53
Miscellaneous Expenses.....	75	Personal Leave - Part-Time Regular Employees.....	51
Miscellaneous Reimbursable Expenses.....	75	Personal Leave - Payment	54
Moving Expenses.....	71	Personal Leave - Payment For Unused.....	54
Multiple Call-Outs	41	Personal Leave - Scheduling	53
No Strikes, No Lockouts.....	112	Personal Tools.....	75
Nonreimbursable Expenses.....	74	Personal Tools - Replacement.....	76
Normal Work Schedule.....	19	Personal Tools - Responsibility.....	75
Nuclear Premium	17	Personal Vehicle Use	68
On-Call Pay.....	26	Personnel Files	83
On-Call Pay - Distributed Generation	31	Positive Discipline	117
On-Call Pay - Distribution System Operators	26	Prearranged Overtime - Definition.....	6
On-Call Pay - Foreman/woman and Fault Locator Regular On-Call.....	27	Pregnancy Disability Leave.....	63
On-Call Pay - Gas Operations Classifications.....	30	Premium Holiday Pay - Part-Time Employees	57
On-Call Pay - Hazardous Waste Crew	31	Premium Holiday Pay - Regular Employee.....	57
On-Call Pay - Line Construction Classifications	27	Professional Leave	61
On-Call Pay - Lineman-woman, Apprentice and Pre-Apprentice Regular On-Call.....	29	Promotions	85
On-Call Pay - Load Management Services Classifications	27	Promotions - Eligibility Lists	86
On-Call Pay - Short Notice On-Call.....	30	Promotions - Starting Dates	85
On-Call Pay - Supply Chain Services	32	Promotions - Starting Rates.....	85
On-Call Pay - Telecommunications Technicians	26	Property Access.....	107
Organizational Membership Fees.....	75	Registration And Licensing Fees.....	75
OT Meals - Completion Of Assignment	47	Regular Employee - Definition	4
OT Meals - Determining Eligibility	46	Rehire	89
OT Meals - District Provided Meals At Work Site	49	Reinstatement.....	90
OT Meals - Early Call-In	47	Reinstating Withheld Merit Increases	11
OT Meals - Eligibility.....	44, 47	Relief Shift Employee - Definition.....	5
OT Meals - Emergency Call Outs	44	Religious Objections	7
OT Meals - Emergency Early Call-In	47	Resignation - Automatic.....	89
OT Meals - Intervals	45	Rest Period	38
OT Meals - Maximum Allowance.....	47	Rest Period - Compensation	39
OT Meals - Meal Time.....	45	Rest Period - Requirements At End.....	39
OT Meals - Non-workday Overtime	44	Rest Period - Special	40
OT Meals - Prearranged Early Call-In	47	Retirement - PERS	104
OT Meals - Prearranged or Not Prearranged.....	44	Return To Regular Work Schedule	24
OT Meals - Qualification	45	Rotating Shift Employee - Definition.....	5
OT Meals - Reimbursements.....	50	Rotation And Training Assignments	87
Other Fringe Benefits.....	106	Safety	107
Outside Employment.....	96	Salary Schedule.....	114
Overtime	33	Second Shift - Definition.....	6
Overtime - Assignments.....	35	Second Shift - Shift Differential.....	15
Overtime - Bypass Pay	35	Service Employee - Definition	5
Overtime - Computation Of Pay	34	Shift Change For Less Than One Workweek	24
Overtime - Definitions	5	Shift Change For One Workweek Or More.....	24
Overtime - Eligibility	33	Shift Definitions.....	6
Overtime - Improper Overtime Assignments	35	Shift Differential	15
		Shift Differential - Eligibility	15
		Shift Differential - Non-Work Time.....	16

Shift Differential - Overtime	16	Temporary Change Of Headquarters - Reimbursement	69
Shift Differential - Pay	15	Temporary Change Of Headquarters - Training.....	70
Shift Employee - Definition	5	Temporary Upgrades.....	11
Sick Leave.....	58	Temporary Vacancies.....	11
Sick Leave - Guidelines	58	Terms And Conditions - Continuation	112
Sick Leave - Incentive Plan.....	59	Third Shift - Definition	6
Sick Leave - Long-Term Disability.....	59	Third Shift - Shift Differential.....	15
Sick Leave - On A Holiday	59	Time And One-Half Pay	34
Sick Leave - Use	58	Tower Climbing	111
Sick Leave - While On Personal Leave.....	58	Transfer/Promotion Process	86
Special Shift Employee - Definition	5	Transfers.....	87
Special Work Schedules.....	19	Transfers - Demotions.....	87
Spouse And Dependent Life Insurance	106	Travel Expenses	71
Straight-Time Pay	34	Travel Time.....	38
Subpoena.....	61	Union Business - Short-Term.....	62
Substance Abuse Program.....	92	Union Responsibilities	7
Substance Abuse Testing and Rehabilitation Program		Union Security	7
- Gas Pipeline Division.....	153	Vision Contribution.....	104
Substance Abuse Testing and Rehabilitation Program		Wage Premiums	15
- IBEW	126	Wage Rate - Assigned Lower Classification.....	12
Successor Clause.....	111	Wage Rates	114
Supplemental Letters Of Agreement.....	179	Wage Schedule Progression	9
Tax Deferred Plans.....	105	Wages - COLA.....	12
Technological Changes	112	Wages And Classification	9
Temporary Appointments	10	Withholding Merit Increases	10
Temporary Change Of Headquarters.....	68	Work Area Threshold Levels	116
Temporary Change Of Headquarters - Back Country	70	Work Gloves / Protective Clothing	107
Temporary Change Of Headquarters - Daily Commute.....	70	Worksite Agreement	91