

**COASTSIDE COUNTY WATER DISTRICT**

**PERSONNEL MANUAL**

**AUGUST 10, 2021**

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## **SECTION 1      EMPLOYMENT**

**Section 1.01 Employment Status.** The District is governed by provisions of the California Water Code (Water Code section 30000 and following sections). Under the Water Code, the District's General Manager is given authority to employ and discharge all employees and assistants “at-will.” This means that your employment with the District may be terminated by the District at any time, with or without cause.

Also under the Water Code, the General Manager is given the authority to set and change the compensation, hours of work and shift assignments of employees and assistants, subject to approval by the Board of Directors and within the compensation and wage structure adopted by the Board.

**Section 1.02 Open Door Policy.** Any employee may meet with the General Manager on an open-door basis to discuss his or her complaints or comments about his or her terms and conditions of employment or any workplace issues.

### **Section 1.03 Equal Opportunity Employment/Prohibition of Harassment Policy.**

#### **A.      Purpose.**

The purpose of this policy is to confirm that the District is an equal opportunity employer, and is committed to maintaining a work environment free from unlawful discrimination and/or harassment for all its current and prospective employees.

#### **B.      Policy.**

The District prohibits unlawful discrimination, harassment, and retaliation by any supervisor, manager, coworker, and/or any other workplace source, including any third party that comes into contact with a current or prospective employee.

It is the District's policy to provide all current and prospective employees with equal opportunity in employment without discrimination and/or harassment on the basis of race, religious creed, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, gender, gender identity, gender expression, age, military and veteran status, sexual orientation, or any other basis protected by law. This policy pertains to all aspects of employment with the District or the application for employment with the District, including, but not limited to, recruitment, selection, placement, assignment, training, transfer, promotion, evaluation, discipline, termination, compensation, and benefits. This policy also applies at all District locations, work sites, District-sponsored social or other events, as well as, activities at which the employee represents the District.

This policy prohibits any form of unlawful conduct and the District shall take aggressive steps to prevent discrimination and/or harassment from occurring in the workplace. When such harassment or discrimination is detected in the workplace, the District will take aggressive, prompt and fair measures to eradicate the misconduct. To this end, the District, upon confirming the existence of discrimination or harassment prohibited by this Policy, shall take disciplinary action against those responsible for the discrimination or harassment up to and including termination.

All persons who witness or experience discrimination or harassment of the type prohibited by this Policy shall report the discrimination or harassment in order to facilitate early, effective and impartial investigation and intervention by the District. Any retaliation against a person filing a discrimination/harassment complaint, reporting discrimination harassment which he or she has witnessed, or assisting in a discrimination/harassment investigation is strictly prohibited. Employees found to have participated in retaliatory action in contravention to this Policy shall be subject to disciplinary action up to and including termination.

**C. Definitions.**

1. **Discrimination.** “Discrimination” as used in this Policy is defined to include, but is not limited to:

a. Basing an employment decision as to a job applicant or employee (e.g., decision to hire, promote, transfer, terminate, etc.) on one’s protected status (e.g., race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, military and veteran status, sexual orientation;

b. Treating an applicant or employee differently with regard to any aspect of employment because of his or her protected status;

c. Engaging in harassment, as more specifically defined below;

d. Taking adverse employment action (i.e., demotion, transfer, discipline, termination) against an employee based on the employee opposing discrimination in the workplace, assisting, supporting, or associating with a member of a protected group who complains about discrimination, or assisting in an investigation of discrimination.

2. **Harassment** “Harassment” as used in this Policy is defined to include, but is not limited to:

a. Speech, such as epithets, derogatory comments or slurs, and lewd propositioning on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, gender, gender identity, gender expression, age, military and veteran status, sexual orientation, or organizational affiliation. Prohibited speech may include inappropriate sex-orientated comments on appearance, including dress or physical features, or race-oriented stories and jokes.

b. Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement when directed at an individual on the protected bases listed in the policy. Prohibited physical acts include, pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

c. Visual insults, such as derogatory posters, cartoons, or drawings related to the protected bases listed in the policy (e.g., race, sex, religion, etc.).

d. Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

**D. Additional Remedies.**

Complainants may file complaints of discrimination or harassment with the State of California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission, whether or not the complainants choose to use the District's complaint procedure. Time limits for filing complaints with the State and Federal agencies may vary and those agencies should be contacted directly for specific information.

Department of Fair Employment and Housing  
San Francisco District Office  
455 Golden Gate Avenue, Suite 7600  
San Francisco, California 94102-6073  
(415) 703-4175

Equal Employment Opportunity Commission  
San Francisco District Office



901 Market Street, Suite 500  
San Francisco, California 94103

**E. Discrimination/Harassment Complaint Procedure.**

Complaints or reports of harassment or discrimination may be directed to the District's designated representative, the Assistant General Manager, or to the employee's immediate supervisor, any supervisor or manager within or outside of the employee's department, the General Manager, or the President of the District Board as soon as possible after the incident giving rise to the complaint. Complaints may be presented orally or in writing. Any supervisor, General Manager, or President of the District Board who receives a complaint or report of harassment or discrimination shall report it to the District's designated representative.

The employee's immediate supervisor, the General Manager, the President of the District Board or any other qualified personnel will promptly investigate complaints of harassment or discrimination in a thorough and impartial manner. The General Manager or the District Board may appoint an outside investigator to head such investigations. Complaints shall be investigated as confidentially as possible under the circumstances and responded to in a timely manner. Complaints will be documented and tracked to ensure reasonable progress.

At the conclusion of the investigation, the investigator shall report his or her findings to the General Manager, the President of the District Board or their designees. The General Manager, the President of the Board or their designees will then promptly make the final determination regarding the complaint, and what corrective action, including discipline, if any is appropriate. The complainant and alleged perpetrator and/or harasser will be notified of the General Manager's, or the President of the District Board or their designees' determination, and depending on the

circumstances and interests involved, the results of the investigation. The investigation will then be closed in a timely manner.

#### **Section 1.04 Categories of Employment**

**A. Regular Full-Time Employees.** The District has two categories of regular employment: (1) Regular full-time employees are those who work more than 32 hours per week. (2) Regular part-time employees are those who work 32 hours per week or less. All regular employees (full-time and part-time) serve an initial introductory period of six months duration. During that time, the District and the employee each evaluate on a regular basis the suitability of the employee for District employment. The District may release an employee at any time during the introductory period and the complaint and review procedures outlined at Section 6 shall not apply. At the end of the six months introductory period, the employee may be offered further employment by the District if, in the District's sole determination, the employee has demonstrated the ability, aptitude and willingness to perform the duties assigned to regular status. If the District determines the employee has not made such a demonstration, the employee will not be offered further employment with the District. In certain circumstances, with the approval of the General Manager, the six months introductory period may be extended. Completion of the introductory period shall not alter the at-will status of the employment relationship.

**B. Temporary Employees.** In addition to Regular Employees, the General Manager may, when District operations require, hire employees to work temporarily. Temporary employees shall not work for the District, within a fiscal year (July 1 through June 30), more than six consecutive months, or 125 consecutive days or, if employed on other than a per diem basis, 1000 hours. Temporary employees shall not be entitled to any District employee benefits, but shall be eligible for sick leave as described in Section 3.03B.

**Section 1.05 Appointment to Positions.** Appointments to vacant positions shall be made by the General Manager. In filling vacancies, the General Manager may choose the candidate he or she believes to be most qualified for the job. Appointment to any one position does not exempt an employee from working at any or all tasks as directed by a supervisor or the General Manager.

## **SECTION 2           COMPENSATION AND HOURS OF WORK**

### **Section 2.01. Compensation.**

**A.     Compensation Schedule.** Each position classification, other than the General Manager, has a compensation range which includes nine steps with a 2.5% differential between each step.

**B.     Starting Compensation for New Employees.** New employees will generally start at the initial step of the established compensation range for the position. However, the General Manager may appoint a newly hired employee at any of the first six steps of the pay grade for the employee's classification, where the employee's experience and qualifications or other appropriate considerations support such appointment.

**C.     Compensation Step Increase.** When the six months introductory period of service at the starting step is successfully completed, an employee employed at the initial step may receive an increase of one to three steps, depending upon satisfactory performance, as determined by the General Manager. All subsequent compensation step increases, if any, may be made on July 1 (concurrent with the District's fiscal year) provided that the employee's performance has been satisfactory in the opinion of the General Manager, until the top step is reached. The determination of whether to provide a step increase shall be at the discretion of the General Manager.

**D. Certification Incentive Program.** Any employee of the District who, with advance approval from the District General Manager, achieves any of the following certifications shall receive, as additional compensation, the amount indicated in the table below. A new employee who has attained one or more certifications at the time of hire will be entitled to additional compensation for such qualifications to the extent, if any, that the General Manager determines the certifications to be necessary and/or useful in the job classification for which he/she is being hired.

Certification Attained	Additional(Gross) Compensation per Month
State of California Water Treatment Plant Operator	
Grade T-1	\$100
Grade T-2	\$200
Grade T-3	\$600
Grade T-4	\$800
Grade T-5	\$1,000

*(Maximum amount of additional compensation is \$1,000 per month for an employee who has attained Grade T-5.)*

State of California Distribution License Classification	Additional(Gross) Compensation per Month
Water Distribution Operator:	
Grade D-1	\$100
Grade D-2	\$200
Grade D-3	\$600
Grade D-4	\$800
Grade D-5	\$1,000

*(Maximum amount of additional compensation is \$1,000 per month, for an employee who has achieved all five of the State of California Distribution License Classifications.)*

Other Certification Attained	Additional(Gross) Compensation per Month
Backflow/Cross Connection Control Program Specialist	\$100
Backflow Prevention Assembly General Tester	\$100
Spanish Fluency	\$100

**Section 2.02 Time Cards.** Time cards are provided for all non-exempt employees. They are a means by which the District records the time you work so that you will be paid accurately. Each employee shall accurately complete a time card daily in ink. At the end of each payroll period, time cards shall be reviewed by the employee's immediate supervisor and the General Manager. Failure to fill out time cards accurately and promptly is ground for disciplinary action up to and including termination.

**Section 2.03 Pay Day.** District employees are paid bi-weekly (every other Friday). Employees may pick up their paychecks at the District's office or may opt for direct deposit into their personal account.

**Section 2.04 Payroll Deductions.** The District is required by law to make certain deductions from an employee's paycheck. These deductions include state and federal income taxes, social security and Medicare taxes, and state disability insurance. Other deductions may be made as a result of garnishments due to court orders, liens and wage assignments. Further deductions may be made, such as credit union and deferred compensation deductions, at the written request of the employee.

**Section 2.05 Hours of Work and Breaks.** The District recognizes that it is beneficial to the workplace to allow employees rest during the day and an opportunity to eat, should they choose to do so. Hence, the District permits employees to take two fifteen minute breaks – one in the morning and one in the afternoon. In addition, administrative staff shall take a sixty (60) minute unpaid lunch break and field staff shall take a thirty (30) minute lunch period.

**Section 2.06 Overtime Pay.**

A. **Employee Classification.** All employees at the District work in positions that are classified as either "exempt" or "non-exempt" for payroll purposes. Exempt employees are those salaried employees who are primarily engaged in management or administration, whose responsibilities require the regular exercise of discretion and independent judgment, and who otherwise meet the tests for exempt status in accordance with the wage orders of the Industrial Welfare Commission and the Fair Labor Standards Act. All other employees' positions are "non-exempt".

B. **Overtime Pay - Non-Exempt Employees.** In accordance with California law, the District will pay overtime pay at the rate of one and one-half times the employee's regular rate of pay to non-exempt employees for all hours worked in excess of forty hours in a work week or eight hours in a day. The District will pay double-time for work in excess of twelve hours in a day or for work in excess of 8 hours in the seventh day of the work week. The District's workweek begins Saturday at 12:01 a.m. and ends Friday at midnight.

C. **Compensatory Time Off; Limits.** In lieu of overtime compensation, an employee may receive compensatory time off at a rate of not less than one and one-half hours for each hour of employment for which overtime compensation is earned, provided that the use of compensatory time in lieu of compensation does not impair the District's ability to maintain the efficiency and effectiveness of the operation. If an hour of employment would otherwise be compensable at a rate of more than one and one-half times the employee's regular rate of compensation, then the employee may receive compensating time off commensurate with the higher rate. All of the following criteria apply to the use of compensating time off:

1. Compensating time off may be provided under subsection (1) if the following conditions are met: (a) the employee has not accrued compensating time in excess of the limit prescribed by subsection 2; (b) The employee has requested, in writing, compensating time off in lieu of overtime compensation no sooner than two weeks prior to the requested days off; (c) the employee is regularly scheduled to work no less than 40 hours in a workweek; and (d) the General Manager and Superintendent of Operations determine that the employee's absence will not impair the District's operations.

2. An employee may not accrue more than 80 hours of compensating time off. Any employee who has accrued 80 hours of compensating time off shall, for any additional overtime hours of work, be paid overtime compensation.

3. If compensation is paid to an employee for accrued compensating time off, the compensation shall be paid at the regular rate earned by the employee at the time the employee receives payment.

4. An employee who has accrued compensating time off authorized to be provided under this section shall, upon termination of employment, be paid for the unused compensating time at a rate of compensation not less than the average regular rate received by the employee during the last three years of the employee's employment, or the final regular rate received by the employee, whichever is higher.

5. An employee who has accrued compensating time off authorized to be provided under this section, and who has requested the use of that compensating time, shall be permitted to use the time within a reasonable period after making the request, if the use of the compensating time does not unduly disrupt the District's operations.

6. Upon request of an employee, the District will pay overtime compensation in cash in lieu of compensating time off for any compensating time off that has accrued for at least two pay periods.

7. An employee who with more than 80 hours of accrued compensatory time on the effective date of this subparagraph 7 shall not accrue additional compensatory time, but may continue to use his or her accrued compensatory time in lieu of receiving compensation, until and to the extent that the amount of accrued compensatory time falls below 80 hours.

**Section 2.07 Weekend Duty and Holiday/Standby Pay.**

**A. Weekend Duty.** Designated non-exempt employees shall be assigned to rotate on weekend duty.

**B. Holiday Pay.** A non-exempt employee who is scheduled to work on an officially observed District holiday listed under Section 3.02 shall be compensated at double time for all hours worked on that holiday up to 8 hours and, in addition, shall receive 8 hours of comp time. Unscheduled work on a holiday shall be compensated pursuant to the District's overtime policy and not pursuant to this paragraph. Comp time accrued pursuant to this paragraph shall be used within 90 days of accrual on a date approved in advance by the employee's supervisor in accordance with the operational needs of the District. No more than 8 hours of accrued comp time shall be maintained by an employee pursuant to this paragraph, and unused accrued comp time shall not be compensated. Work on a holiday in excess of 8 hours shall be paid at time and one half. When a holiday falls on a weekend, it will be observed either the prior Friday or following Monday. Holidays which fall during a vacation period or when an employee is absent because of illness shall not be charged against the employee's vacation or sick leave balance. When a holiday



falls on an employee's scheduled day off, the day shall be added to the employee's vacation balance or compensated for.

**C. Standby Pay.** An employee who is on standby for emergency calls shall be compensated at a rate of 1/8 the regularly hourly rate during such standby period. During such standby period designated standby employees shall be available to respond to a call for service within thirty (30) minutes of receiving a call.

**Section 2.08 Uniforms and Safety Shoes.** The District provides uniforms for all regular full-time employees assigned to work in the field and the water treatment plants. Accordingly, the District expects that all personnel will wear their uniforms at all times during the workday when the employee is performing services for the District. The District will report to CalPERS, the monetary value for providing the employee's required uniforms. The District will report the uniform allowance on a semi-annual basis to CalPERS in June and December of each year. The uniform amount reported to CalPERS will derive from the District's total fiscal year budgeted amount for providing the employees' uniforms, not to exceed \$1,000 per fiscal year, per employee.

In addition, it is expected that all field and water treatment plant personnel wear safety shoes at all time during the workday. For the benefit of District employees the District provides a safety shoe allowance of up to \$300.00 per fiscal year. An employee's continued refusal or neglect to wear safety shoes will result in discipline up to and including discharge.

**Section 2.09 Promotions and Reclassifications.** When an employee is promoted or he or she is reclassified (as a result of an increase in responsibilities on a permanent basis) the employee will be appointed to the starting step of the compensation range for the new position classification or to that step in the compensation range of the promotive class which

represents, in the opinion of the General Manager, in consultation with the employees direct Supervisor, an appropriate increase (up to 10%) over the employee's previous compensation.

**Section 2.10 Review of Salaries.** The Board of Directors normally reviews the District's compensation schedule annually and may, in its discretion, adjust compensation ranges at any time.

The General Manager reports to the Board during May of each year the change in the Consumer Price Index for the San Francisco Bay Area (Urban Wage Earners Index), and makes a recommendation for compensation schedule adjustments based upon the change in the CPI during the previous 12 months, and on the comparability of each job classification to comparable job classifications within the nine Bay Area Counties. The Board may also approve additional compensation, for outstanding performance, length of service, or other circumstances.

**Section 2.11 Special Assignment Pay for Board Meeting Minutes.** Effective August 15, 2003 through June 30, 2016, an employee in the position of Administrative Assistant who is assigned the responsibility for preparing formal Board meeting minutes shall be compensated \$221 per pay period in addition to his or her regular hourly rate. Effective July 1, 2016, the Administrative Assistant's base pay rate will be adjusted to include this special assignment pay.

## **SECTION 3        BENEFITS**

**Section 3.01 Eligibility.** All full-time regular employees are entitled to participate in the following benefits:

All full-time regular employees are entitled to the benefits outlined in this section. Part-time regular employees are entitled only to a pro-rata accumulation of vacation benefit.

**Section 3.02 Holidays.** The following are the official District holidays and the date of their observance during which regular full-time employees shall be entitled to receive time off with pay:

Holiday	Date of Observance
New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	

Each employee shall be entitled to one full day "Floating" holiday per calendar year. The floating holiday must (1) be scheduled so as not to interfere with work requirements, and (2) be approved in writing at least 15 days in advance by the employee's immediate supervisor.

If a holiday falls on a Saturday, it will be observed the preceding Friday. If a full day holiday falls on a Sunday, it will be observed the following Monday. An employee scheduled for duty on an observed listed holiday shall receive holiday pay as provided by Section 2.07.B. Floating holidays shall not accrue from year to year and compensation will not be provided for unused floating holidays.

**Section 3.03 Leave Policy.**

A. **Sick Leave – Regular Full-Time Employees.** “Sick leave” means an absence from duty of an employee as a result of the diagnosis, care, or treatment of an existing health condition of, or preventive care, including but not limited to, an illness, an injury or an exposure to contagious disease. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking, for the following purposes:

- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

The sick leave benefit is offered to and may be utilized by regular full-time employees for these reasons. Temporary, part-time, and seasonal employees do not receive sick leave benefits under this provision but are instead covered by the Healthy Workplaces Healthy Families Act of 2014 (“HWHFA”) as described below in section 3.03 B. Employees who abuse the sick leave benefit are subject to discipline, including termination from employment. Abuse of sick leave is defined as making a false claim.

1. **Accrual.** Each regular full-time employee accrues sick leave each pay period on a prorated basis equivalent to one-day credit for sick leave with pay for each month period of service.

2. **Use of Sick Leave for a Family Member.** Consistent with the HWHFA, an employee may utilize the sick leave benefit for time off from work for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee’s family member.

For purposes of this section, “family member” means any of the following:

- A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in *loco parentis*. This definition of a child is applicable regardless of age or dependency status;
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in *loco parentis* when the employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild; and
- A sibling.

3. Rules Governing Use-of Sick Leave.

a. Medical Leave of Absence Required. When an employee because of illness, injury, or exposure to contagious disease, will need to be absent from District employment for a period of fifteen or more consecutive work days, the employee is required to apply for a medical leave of absence as discussed in Section 3.03.B, regardless of whether the employee has available sick leave credits accumulated. Failure to apply for a leave of absence may, in such circumstances, lead to a denial of sick leave benefits and, in certain cases, to a forfeiture of employment.

b. Accumulation. If an employee does not take the full amount of sick leave accrued in any calendar year, the amount not taken may be accumulated from year to year without limitation. Accrued sick leave credits are recorded in District records, and an employee’s use of sick leave credits is charged against the employee’s sick leave account at the time of use.

c. Coordination with Disability Insurance. The District presently participates in the State sponsored short-term disability program and maintains a long-term, CCWD Personnel Manual

insured disability income insurance plan for its employees. An employee who is eligible for disability income insurance under the District's plans must apply for such disability insurance in order to continue to draw on his or her sick leave account once eligibility under either disability plan commences. A failure to apply for disability benefits may lead to a determination that the employee is not eligible to draw down his or her District sick leave account.

i. Sick leave. An employee who has applied for long term disability benefits may continue to receive sick leave benefits at his regular rate until the employee receives benefits under the group disability income policy. In order to continue to receive sick leave after filing an application for benefits under the disability income insurance policy, the employee must agree in writing to notify the District immediately when he does receive disability benefits and must agree to pay back the District any compensation received which would otherwise cause the employee to receive more than his net pay as a result of receiving both disability benefits and sick leave pay.

ii. Sick leave integration. Once an employee starts to receive disability benefits, the employee may integrate remaining available accrued sick leave with long term disability benefits by making a timely request to the payroll department. By integrating these benefits, the employee can extend the duration of sick pay during a period of disability. Total payment from sick leave and disability benefits may not exceed the employees' regular net pay rate in effect at the time the disability commences. No integration will take place until the employee makes written request for this benefit.

d. Payment for Unused Sick Leave. An employee who leaves District employment as a result of termination or resignation will not receive payment for unused sick leave credits. Nor shall unused sick leave credits be used to extend the effective date of separation from employment on any basis. (See section 5.02 for retiree sick leave benefits.)

e. Advances for Unaccrued Sick Leave. An employee with five or more years of continuous years of service with the District, who, in the opinion of the General Manager, experiences extreme and unusual circumstances, may request and be given an advance of up to, but not exceeding, 30 days of unaccrued paid sick leave. Such authorization for an advance of sick leave is at the discretion of the General Manager.

In the event of a termination of or resignation from District employment by an employee who has been advanced unaccrued sick leave, the District will reconcile the account and recoup any unaccrued advance from the employee's final paycheck.

4. Healthy Workplaces Healthy Families Act of 2014 Compliance for Employees Covered by MOU.

For employees covered by the Memorandum of Understanding between Coastside County Water District and Teamsters Local 856 ("the MOU"), Article 16 shall be interpreted consistent with the HWHFA. More specifically, sick leave may be used for the purposes set forth in this Section of the Personnel Manual upon the oral or written request of an employee. If the need for sick leave is foreseeable, the employee must provide reasonable advance notice to his/her supervisor. If the need for leave is unforeseeable, the employee must provide notice as soon as practicable.

**B. Sick Leave for Temporary, Part-Time, or Seasonal Employees: Healthy Workplaces, Health Families Act of 2014 Compliance.** Consistent with the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA"), temporary, part-time, and seasonal employees who are not covered by a collective bargaining agreement are eligible for paid sick leave as follows: (1) employee will accrue one hour paid sick leave for every 30 hours worked; (2) employee may begin using accrued sick leave on the 90th calendar day of employment; (3) employee may carryover unused sick leave to the following fiscal year, capped at 6 days (48

hours) of total sick leave; and (4) the District may limit Employee's use to 3 days (24 hours) per fiscal year.

**C. Medical Leave.** In cases where an employee has either exhausted available sick leave or has been unable to come to work for 15 consecutive working days, whichever comes first, the General Manager may grant a medical leave of absence, in response to a written request, for a period not to exceed six months. Failure to apply for medical leave of absence in such circumstances may lead to forfeiture of District employment. Employees on medical leave shall be considered to be on inactive status.

An employee initially granted a leave of absence for less than a full six months who wishes to extend his leave must apply to extend the leave and present medical evidence in support of that application before the time his original leave of absence expires.

During the time a medical leave is in effect, the District shall continue to pay the employee's premiums for District insurance benefits for life, long term disability health and welfare, vision and dental insurance. During the leave, however, the employee does not earn vacation or sick leave credits.

1. **Duration.** The maximum time which an employee may remain on medical leave is six months, and the specific duration depends upon the reason for the leave, the amount of seniority the employee has, and the operational needs of the District.

2. **Eligibility.** Unless otherwise required by law, an employee must have been continuously employed by the District for at least six months to be eligible for medical leave.

3. **Procedure.** An employee who wishes a medical leave of absence must first submit to the General Manager a written statement from his/her physician detailing the diagnosis of the employee and the doctor's best estimate of when the employee will be able to return to work.



In submitting the form, the patient's doctor agrees that he will cooperate with District inquiries concerning the status of the employee.

An employee who wishes to return to active status from medical leave shall furnish to the General Manager or, in the case of field employees, to the Superintendent, a written report from his/her physician confirming that the employee is able to resume performance of the duties of the job in a satisfactory and safe manner.

An employee who fails to return in a timely fashion from medical leave of absence shall be deemed to have resigned his District employment.

4. **Holding Positions Vacant During Leaves.** The District will use its best efforts to hold open an employee's job during the employee's approved medical leave of absence. However, when operational needs require, the District may take steps to fill the position of an employee on leave. In this case the employee shall receive the first available position which the employee is capable of performing, on expiration of leave and certification from the physician that the employee is fit to return to work.

5. **Medical Certification.** The District may require an employee who has requested a leave or who requests return to work from a leave to submit to examination by a physician appointed by the District or to provide other appropriate medical evidence to support the request.

**D. Family Care and Medical Leave (CFRA Leave).** Under the California Family Rights Act of 1993 (CFRA), employees more than 12 months of service with the District and who have worked at least 1,250 hours in prior twelve months may take unpaid family or medical leave of up to 12 workweeks in a 12 month period for the birth, adoption or foster care placement of the employee's child or for the employee's own serious health condition or that of the employee's

child, parent or spouse. CFRA and Medical leave shall be taken concurrently and not consecutively.

Employees who are ineligible for CFRA leave and who are disabled by pregnancy, childbirth or related medical conditions are entitled to take a pregnancy disability leave of up to four months, depending upon the period(s) of actual disability. Employees who are CFRA eligible may take both a pregnancy disability leave and CFRA leave after the birth of a child. After CFRA leave and/or pregnancy disability leave, a returning employee shall not be denied reinstatement to the same or a comparable position on the grounds of having taken such leave.

Employees must provide at least thirty (30) days notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or a family member). Employees who are required to take leave under this policy for unforeseeable events must notify the District, at least verbally, as soon as the Employee learns of the need for such leave. Failure to comply with these notice rules shall constitute grounds for deferral of the leave until the notice policy has been complied with.

The District may require certification from the employee's health care provider of the health care provider of a child, parent or spouse who has a serious health condition before allowing an employee to take leave under this policy.

When medically necessary, leave may be taken on an intermittent basis or on a reduced leave schedule.

For an employee who is taking leave for the birth, adoption or foster care placement of a child, the basis minimum duration of the leave is two weeks. Such leave must be concluded within one year of the birth or placement for adoption or foster care.

Vacation, sick leave and other accrued leave shall not accrue during periods of an employee's family and medical leave and/or pregnancy disability leave

**E. Pregnancy Disability Leave.** Employees who are disabled by pregnancy, childbirth or any related medical conditions are eligible to take a pregnancy disability leave (PDL). Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or duties, or to receive other minor accommodation. The PDL for any period(s) of actual disability caused by pregnancy, childbirth or any related medical condition is up to four months (or 88 workdays) per pregnancy. The PDL may be taken in a continuous period of time or on an as-needed basis. Prenatal care, morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by PDL. The District may require verification of the pregnancy disability by the employee's health care provider.

Accrued vacation, sick leave or other accrued time off may be used during PDL, with the remainder of the leave being unpaid. State disability insurance may also be available.

Vacation, sick leave and other accrued leave shall not accrue during period of pregnancy disability leave.

**F. Personal Leave.**

1. General. If an employee wishes to be absent from work for any reason other than vacation or medical disability, the employee must seek a personal leave of absence. Such leaves of absence shall be without pay and shall be granted only under unusual circumstances. At the discretion of the District, an employee requesting personal leave may be required to exhaust all accrued vacation time before being granted such a leave. Personal leaves of absence generally may not exceed 30 calendar days.

2. Personal Leaves of Absence Greater Than 30 Days. In the case of an employee who has ten (10) or more continuous years of service with the District, and at the discretion of the District, a personal leave of absence greater than 30 calendar days may be granted

to such employee to take care of an immediate family member with a serious medical condition. An employee requesting such personal leave is required to exhaust all accrued vacation time before being granted such a leave. The General Manager may grant a personal leave of absence request under this section for a period not to exceed twelve (12) weeks. An employee who fails to return to work following an extended personal leave shall be deemed to have resigned his/her District employment.

3. **Holding Positions Vacant During Leaves.** In the case of a personal leave of absence greater than 30 calendar days, the District will use its best efforts to hold open an employee's position. However, when operational needs require, the District may take steps to fill the position of an employee on leave. In this case, the employee shall receive the first available position, which the employee is capable of performing on expiration of the leave.

4. **Medical Certification.** The District may require an employee who has requested a personal leave of more than 30 days to take care of an immediate family member to provide appropriate medical evidence to support the request.

5. **Benefits.** During the time a personal leave is in effect, the District shall continue to pay the employee's premiums for District insurance benefits for life, long term disability, health, vision and dental insurance. During the leave, however, the employee does not earn vacation or sick leave credits.

**G. Workers' Compensation – Leave for On the Job Injuries.** When an employee incurs a job related injury, the employee must notify the General Manager, or in the case of field personnel the Superintendent, and fill out a report of injury immediately. Employees requiring medical attention or those unable to work due to job related injury will not have time away from work charged against their cumulated sick leave credits for up to thirty calendar days. During these thirty calendar days, the District will pay the injured employee his/her regular rate of pay,

less any amount received by the employee in workers' compensation benefits. The employee is required to notify the District of the receipt of any workers' compensation benefits and, if the District issues checks to the employee for regular compensation, the employee must then remit his/hers workers' compensation benefit payments to the District. Failure to follow this provision may lead to termination of employment.

An employee injured on the job may make application for long-term disability benefits and, regardless of whether such benefits are available, may integrate sick leave with long term disability pay or workers' compensation benefits or both, provided the combined payment does not exceed the employee's rate of regular straight time pay at the time of his job related injury. No integration under this section will take place until the employee makes written request for this benefit.

**H. Jury Duty.** An employee summoned to court to serve as required by law on a jury panel or as a witness in court shall be given time off from work. Prior to taking time off to serve in such capacity, employees must give reasonable notice to the General Manager of the date(s) such jury or witness services is to begin and, if possible, the estimated duration of the amount of time off which will be necessary. Time off for jury or witness duty shall be with pay. An employee who receives witness or jury duty pay and his District compensation must remit witness or jury duty pay to the District.

Employees on approved jury or witness duty shall continue to receive District insurances and medical coverage in accordance with the District's benefit policies as discussed above.

**I. Bereavement Leave.** Five days' leave with pay will be granted for an employee to attend to the funeral and related responsibilities for a member of the employee's immediate family. (The definition of "immediate family" is outlined in Section 3.03A(2) above.). One day's leave

will be granted for attendance at a funeral for any other close relative. Such leaves are with pay and do not count against either vacation or sick leave.

**J. Military Leave.** Pursuant to the Uniformed Service Employment and Re--Employment Act ("USERRA"), the District provides a leave of absence to allow employees to perform their military obligation and re-hires employees upon their return from military leave, as required by the USERRA. District health benefits will continue for the first eighteen (18) months of military leave.

**K. School Activity Leave.** Under certain circumstances, eligible employees may be entitled to take time off to participate in activities of their child's school or licensed day care facility. To be eligible, an employee must be a parent; guardian or grandparent of a child who is in grades kindergarten through 12 or who is attending a licensed child care facility, college or university. The employee must provide reasonable notice to their Supervisor before taking the time off. The employee is entitled to up to 40 hours per school year of time off to participate in these school related activities (but no More than eight (8) hours per month.

An employee who takes time off under this policy must provide documentation from the child's school or day care facility documenting the fact that the employee participated in a school activity. Any employee who wishes to take time off under this policy must first use his/her accrued vacation or personal leave for the absence. If the employee does not have sufficient accrued time, the time off will be unpaid

**L. Vacation.** Regular full time employees shall earn vacation in accordance with the following schedule:

Years of Service Completed	Days Of Vacation Earned Annually
One Year service	10 days
Five Years' service	15 days
Fifteen Years' Service	20 days
Twenty Years of Service	21 days

Twenty-One Years of Service	22 days
Twenty-Two Years of Service	23 days
Twenty-Three Years of Service	24 days
Twenty-Four or more Years of Service	25 days

Employees may take regular pay in lieu of time off for the balance of the vacation time earned. Accrued vacation time may be carried over from year to year up to a maximum of six weeks of accrued vacation time.

All vacation leave must be earned prior to being taken. Vacations shall be arranged so as not to interfere with work requirements. All vacation schedules must be first submitted to the employee's immediate supervisor for approval and, upon that approval, shall then be reviewed and approved by the General Manager. Vacation scheduling will be subject to the operational needs of the District. Changes to an approved vacation schedule must be approved in writing by the General Manager.

**M. Administrative Leave.** In addition to vacation leave, the General Manager, Assistant General Manager, and Superintendent of Operations shall receive administrative leave in the amount of 120 hours (3 weeks) per year. Administrative leave is not accumulative from year to year and must be used within a one-year period (measured, as applicable, from the date this policy becomes effective or the date employment commences). The District will not buy-out administrative leave at resignation or retirement.

**N. Voting In Statewide Elections.** An employee may take time off that is necessary, when added to available nonworking time, to vote in a Statewide Election. Up to two hours may be taken for this purpose, and shall either be taken at the beginning or end of a shift, whichever will minimize the time off. Employees who intend to take time off for voting shall notify their immediate supervisor at least two working days ahead of time, in order to receive paid time off for voting.

**Section 3.04 Employee Wellness Program.** The District has developed a Wellness Program for its employees whereby the District will contribute twenty-five dollars (\$25.00) monthly towards a health or fitness facility of their choice, upon proper documentation by the employee of the expenditure.

## **SECTION 4 INSURANCE BENEFITS**

**Section 4.01 Eligibility.** In addition to the paid holidays, vacation, sick leave, and special leave benefits, the District currently provides the following additional benefits:

**Section 4.02 State Disability.** All District employees are automatically enrolled in the California State Disability Program. Deductions for this program are made from your paycheck.

**Section 4.03 Disability Income Insurance.** The District maintains a Group Long Term Disability Insurance Policy. Eligibility begins after 60 consecutive days of employment. The District pays all premiums for regular full-time employees only.

**Section 4.04 Life Insurance.** The District's existing Group Life Insurance Policy provides insurance at the rate of double the employee's annual compensation. Eligibility begins after 30 consecutive days of employment. The District pays all premiums for regular full-time employees only. This plan does not provide benefits to retirees.

**Section 4.05 Medical Insurance.** Regular full-time and regular part-time employees and their spouses and dependents are eligible to receive medical insurance coverage under the District's health program on the first day following 30 calendar days of continuous employment. Covered benefits under the respective plans are described in separate plan summaries available at the District's office. The District's payment of health insurance premiums, as well as covered



benefits, employee share of premiums, if applicable, deductibles and co-pays may be changed from time to time as determined by the Board of Directors. Surviving spouses and dependents of covered employees and covered retired employees may continue coverage under “COBRA” at their cost.

**Section 4.06 Vision Care Insurance.** The District will pay the premiums on its group vision care plan for regular full-time employees, their eligible dependents, and eligible retirees (who retired after April 19, 2001.) This plan does not provide benefits to spouses of deceased employees or deceased retirees. Eligibility begins the first day of the month after 30 consecutive days of employment. See section 5 below for more information on eligibility for Retiree medical benefits.

**Section 4.07 Dental Care Insurance.** The District pays the premiums of its group dental care plan for the employee and eligible dependents for: (1) regular full-time employees; and (2) eligible retirees until age 65. Coverage begins the first day of the month after 30 consecutive days of employments. After age 65, retired employees are no longer eligible to continue to participate in the District’s dental care insurance program, but may apply for COBRA coverage. See Section 5 below for more information on eligibility for Retiree medical benefits.

**Section 4.08 Employee Assistance Program.** The District will pay all premiums on its group employee assistance program for regular full-time employees. This plan does not provide benefits to retirees. Eligibility begins after 30 consecutive days of employment.

**Section 4.09 Changes to Policy and Plans.** The District reserves the right to eliminate or change benefits, insurance carriers or other plan provisions. If it does so, you will be notified.

**Section 4.10 Plan Documents Control.** The benefit plans described above are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. This means that should any question ever arise about the nature and extent of plan benefits, the formal language of the plan documents and not the informal wording of this personnel manual must necessarily govern. All of these official documents are available from the General Manager, PERS or the insurance company as the case may be. In addition, in some cases plan summaries are available which are less formal and technical than the legal documents but much more detailed than this manual. Employees are encouraged to obtain these plan summaries and become familiar with them.

## **SECTION 5 RETIREMENT**

**Section 5.01 Retirement.** The District participates in the Federal Social Security System. The District is also enrolled in the Public Employees Retirement System. The District pays a percentage of each eligible employee's gross monthly compensation to PERS (employer contribution.). Effective July 1, 2016, employees will be responsible for 100% of the employee contribution to the PERS retirement system. Further, the District's contribution towards each eligible employee's gross monthly compensation to PERS shall comply with the California Public Employees' Pension Reform Act of 2013 (PEPRA.) Specific details of the program can be obtained from the District Office Manager. As with all benefits, the District may eliminate or change benefits, insurance carriers or other provisions at any time.

**Section 5.02 Sick Leave Payout at Retirement.** Employees, who separate from District employment 1) as a result of retirement, are at least age 55, and are eligible for a CalPERS Retirement, or 2) are eligible for long term disability as defined in and qualified under the District's long term disability plan (which includes termination at the conclusion of the maximum medical leave of absence period provided by Section 3.03C above if other conditions are satisfied) will be paid for unused sick leave credits to a total maximum payout of fifty percent of accrued, unused leave, not to exceed 60 days of pay, regardless of total days accrued.

**Section 5.03 Health Benefits – Retirees Hired Before November 1, 2008**

<b>BENEFIT:</b>	<b>Employees Hired before November 15, 2006</b>	<b>Employees Hired After November 2006 but before November 1, 2008</b>
<b><u>Medical Plan Coverage</u></b>	<b>100%</b> of Retiree only premium. Spouse and dependents may participate at own expense (reimbursed to the District on a monthly basis.)	<b>50%</b> of Retiree only premium. Spouse and dependents may participate at own expense (reimbursed to the District on a monthly basis.)
<i>Eligibility (pre-Medicare eligible)</i>	1) Separates from employment with District as a result of retirement or long-term disability (directly from the District and moving directly to retired or disabled status); and 2) Is at minimum, age 55 and eligible for a CAL PERS Retirement or is eligible for a long term disability (defined in, and qualified under the District's long-term disability plan, which includes termination at the conclusion of the maximum medical leave of absence period provided by Section 3.03C); and 3) Has 15 years of consecutive employment with the District, moves directly from active to retired status, and has not had a lapse in coverage in group insurance coverage with the District.	
<i>Additional Medicare Requirements</i>	Upon eligibility for Medicare, retirees must enroll in Medicare and pay all required Medicare coverage charges. (This means that, upon attaining eligibility for Medicare, retirees must enroll in Medicare Parts A and B ("Original Medicare") and that Medicare - eligible retirees are responsible for all costs associated with their enrollment in Original Medicare, e.g., the Medicare Part B premium and any late enrollment penalty required to be paid to the federal government (Centers for Medicare and Medicaid Services.) Moreover, Medicare-eligible retirees must enroll in a District group plan in effect that coordinates with Original Medicare. For Medicare-eligible retirees, the District's medical insurance premium contribution is limited to the premium charged for the private Medicare coordinated plan in which the retiree enrolls,	

	e.g. Kaiser Permanente Senior Advantage or the Anthem Blue Cross or other District group plan coordinated Medicare plan.	
<b><u>Dental Plan Coverage</u></b>	Before age 65, District pays <b>100%</b> of the Retiree only premium. The retiree's spouse and dependents may participate on the group plan at own expense. After age 65, retiree, spouse, and dependents are no longer eligible to participate on the District's group plan, but may be eligible for "COBRA coverage" at own expense.	Before age 65, District pays <b>50%</b> of the Retiree only premium. The retiree's spouse and dependents may participate on the group plan at own expense. After age 65, retiree, spouse, and dependents are no longer eligible to participate on the District's group plan, but may be eligible for "COBRA coverage" at own expense.
<b><u>Vision Plan Coverage</u></b>	<b>100%</b> of Retiree only premium. Spouse and dependents may participate in group plan at own expense.	<b>50%</b> of Retiree only premium. Spouse and dependents may participate in group plan at own expense.
<b><u>Other</u></b>	<p><b>Surviving spouse and dependents</b> may elect to continue medical, dental, or vision plan coverage (at their own expense) as a COBRA participant.</p> <p><b>Monthly Premium Payments:</b> If applicable, monthly premiums are due on the first of each month. Retiree will have a maximum (30) day grace period following the due date in which to make these premium payments. If payment is not made within the grace period, then coverage will be canceled back to the end of the prior month. Once continuation coverage is cancelled, retiree will not be reinstated, and the District will not make further payments for retiree's medical coverage.</p>	

**Section 5.04 No Retiree Health Benefits are available for employees hired after November 1, 2008.**

## **SECTION 6      EMPLOYEE RELATIONS**

### **Section 6.01 Performance Evaluations.**

A.     **Purpose.** Evaluations provide a basis for compensation adjustments, to determine potential for promotion, to notify the employee of performance deficiencies and to help the employee plan and obtain career growth.

The General Manager is authorized to conduct, or have conducted by appropriate assistants, at minimum annual performance evaluations of all District employees. Each employee shall be informed, at an individual conference, of his or her evaluation by the person who conducted the evaluation. An employee dissatisfied with his or her evaluation may request a meeting with the General Manager to discuss it.

If an employee is promoted, the employee will be evaluated after six months in the new position. Special evaluations may be conducted at any time.

### **Section 6.02 Employee Complaint Procedure.**

A.     **Complaints.**

1.     Complaints Subject to Procedure. An employee may lodge a complaint in writing to dispute a disciplinary warning or termination, a performance evaluation or the application of any policy in the District Personnel Manual to that employee.

2.     Procedure. The complaint must be in writing and must be lodged within 10 calendar days following the incident or event-giving rise to the complaint. The complaint must first be lodged with the employee's first line supervisor who will consider the materials presented by the employee and issue a written determination, ordinarily within 10 calendar days after reviewing the complaint. An employee who is dissatisfied with the determination of the first line supervisor may request review by the General Manager by making a written request for such

review within 10 calendar days after receiving the determination of the first line supervisor. The determination of the General Manager shall be final except that in cases of termination, the employee may appeal to the District Board of Directors, as set forth in Section 6.03.A below.

**Section 6.03 Disciplinary Action and Termination**. Employment at the District is at the pleasure of the General Manager, and accordingly, an employee may be disciplined or may be terminated without regard to cause. Nonetheless, guidelines concerning employees' behavior and job performance are necessary to promote the consistency, efficiency, safety and decorum in the workplace of the District.

Examples of conduct which the District considers to be contrary to its operational needs and which may result in discipline, including termination, are set forth below. The level of discipline to be imposed in any given circumstance depends upon the District's needs, the nature and severity of the misconduct or other deficiency at issue and the employee's overall record. The list below is by way of example and provides illustration of the kinds of conduct which, in the District's sole discretion, it believes warrant discipline up to and including termination. By listing the types of conduct which will result in discipline, and possibly termination, it is not to be implied that the grounds for discipline and/or termination are limited to those grounds specified herein, and it is not to be implied that termination must be for "cause".

- Theft
- Destruction or unauthorized possession or use of District or customer property.
- Reporting to work or working under the influence of drugs or alcohol.
- Possession or ingestion of controlled substances or other unlawful non-prescription drugs or alcohol on District premises or on the job.
- Insubordination

- Disorderly conduct
- Unauthorized disclosure of confidential information
- Unsatisfactory performance or incompetence
- Excessive absenteeism or tardiness
- Unauthorized absences
- Falsification of District records, including employment applications or employee time cards
- Conviction of a crime
- Personal use of District premises or equipment without prior written approval
- Use of District vehicles for transportation of family members or other persons who are not District employees, except for officials, consultants or agents of the District who are engaged in District business.
- Failure to follow safety standards or engaging in unsafe conduct
- Failure to comply with District rules, directives or other guidelines including this Personnel Manual.

When appropriate, the District will utilize progressive discipline to give an employee an opportunity to improve his/her performance.

**A. Terminations: Request for Board Review.** Any regular employee who is discharged from employment and who has exhausted the procedure set forth in Section 6.02 above may submit a request in writing to the President of the Board of Directors asking the Board to review the facts and circumstances of the termination. The employee must do so within 30 days of receiving the decision of the General Manager. The Board may in its sole discretion, grant or deny such a request and in the event that it determines to review the facts and circumstances of a termination, it may establish any reasonable procedure for doing so including holding a hearing or consideration of written materials. The decision of the Board with respect to such a determination is final.

**Section 6.04 Staff Reductions.**

A. **Selection.** In the event District Management determines that a reduction in staff is necessary because of operational considerations, lay off shall be by classification. Employees within a classification affected by lay off shall be considered for retention based upon consideration of their seniority, performance, reliability, skill and ability to do the work remaining at the District. The District may also decide to reduce staff on a selective or partial basis by imposing short term leaves of absence without pay for employees in some but not all job classifications, or by asking all employees within a job classification to work less than a full time schedule.

B. **Rehire.** Employees subject to layoff who are in good standing, at the time of their layoff, are eligible for rehire for a period of up to one year following their layoff to any vacancy in their classification or in a lower classification for which they are qualified. An employee on layoff who is offered reinstatement and declines forfeits any rights to further offers to rehire under this section.

**Section 6.05 Personnel Records.** The District maintains a personnel file for each employee. These records typically include the employee's job application, pertinent payroll information, performance evaluations, and letters of commendation, attendance records, disciplinary action, reference letters and other documents related to the employee's employment. These records are the property of the District but are considered confidential and generally only District management and the employee's immediate supervisor will be permitted access. Additionally, from time to time, District agents, government officials, agencies and others with a right to review personnel documents may have access to personnel records.



Any employee who wishes to review his or her personnel file may ask the General Manager or Office Manager to do so. An appropriate time will then be arranged for the employee to review his or her file, except that letters of reference will not be disclosed.

1. No material may be removed from an employee's personnel file without the written approval of the General Manager or Office Manager. The approval shall remain in the employee's file.

An employee may obtain a copy of his or her personnel file by submitting a request in writing to his or her supervisor. The District may require an employee to reimburse the District for the reasonable cost of providing more than one copy of the employee's personnel file during any given calendar year.

2. When an employee has a change of name, address, telephone number or other pertinent information, he or she should report the updated information to the General Manager immediately in writing. This procedure is critical because up-to-date information in case of an emergency is necessary.

3. The District may require that a monitor be present while an employee examines his or her personnel file.

**Section 6.06 Confidentiality of District Records.**

A. **General Policy.** As a government agency, the District is subject to the California Public Records Act, which provides a procedure for the District to disclose its records upon, written request and requires that many types of documents be disclosed. All requests to inspect or copy District records or customer records or for information about District employees should be referred to the General Manager. It is the policy of the District to maintain the confidentiality of its business and personnel records and information to the extent required and/or permitted by law, including the Public Records Act. Anyone breaching the confidentiality policy will be subject to disciplinary action up to and including termination. Only members of District management (including the Board of Directors, as necessary) who must have access to medical information related to District operations will be granted access to medical information. Types of records and information considered confidential include those listed below:

1. **Customer Records.** To the extent permitted by law, information about customers, including without limitation, whether their account is in good standing, shall be confidential.

2. **Employee Personnel Records.** To the extent permitted by law, employee personnel records shall be confidential and only those members of District management who need to have access to information in the personnel files for District operations will be permitted such access, in addition to District agents, government officials with a right to such access.

3. **Employee Medical Records.** Employees' medical records shall be held and maintained in strict confidence, will be stored separately from an employee's personnel record, and will be protected from unauthorized disclosure in accordance with the requirements of the California Confidentiality of Medical Information Act (Civil Code section 56 et seq.) and applicable provisions of federal law. Only members of District management who must have access

to medical information related to District operations will be granted access to medical information. The medical records maintained by the District pursuant to this policy shall only be those records which are necessary to fulfill legal, operational and administrative requirements.

**B. Questions Concerning Confidentiality.** Employees who have questions about what is regarded as confidential information should seek clarification from their supervisor. In the face of any uncertainty, employees should assume that the information in question should not be divulged. This policy precludes disclosure of confidential information to friends or family members as well as other members of the public. Violation of this policy will result in discipline up to and including termination.

**Section 6.07 Request for Employee Information.** The District will respond to inquiries requesting employee data by providing only a verification of the dates of current or past employment, job title and, if requested, compensation. An employee who wishes additional information to be provided by the District must submit a written authorization to the General Manager describing with specificity the information, which the employee wishes the District to release.

**Section 6.08 Gifts and Gratuities.**

**A. No Solicitation of Gratuities.** It is the policy of the District to prohibit employees from soliciting gifts or gratuities from customers, vendors or others who do or propose to do business with the District.

**B. Limitation on Gratuities Accepted.** Gifts and gratuities accepted by employees shall not exceed twenty-five Dollars (\$25) in retail value for any single gift, nor shall any employee accept gifts or gratuities with a total value of Fifty Dollars (\$50) or more from any one person or entity in a fiscal year.

## **SECTION 7 MISCELLANEOUS**

**Section 7.01 Employees With Disabilities.** The District is committed to hiring and retaining qualified individuals. If an applicant or a current employee with a disability believes that he or she is qualified for a certain position and can perform the position with a reasonable accommodation, that individual should discuss that accommodation with the hiring supervisor or their current supervisor.

The individual should present evidence of a disability to the General Manager and his/her accommodation requests. The General Manager will discuss the request with the supervisor and evaluate whether the request may be accommodated given the operational needs of the District. The General Manager will also explore other options that may be available and will communicate the decision to the applicant or employee.

**Section 7.02 Immigration Law Compliance.** The District is committed to full compliance with federal immigration laws. These laws require all employers to verify each new employee's identity and legal authorization to work in the United States. All offers of employment are conditional upon the District's receipt of satisfactory evidence in the form of a completed federal 1-9 Form of an employee's identity and legal ability to work.

**Section 7.03 Workplace Violence Policy.** The District has established a "zero tolerance" policy for actual or threatened violence against co-employees, District customers, visitors and any other persons who are on District property or come into contact with District employees in the course of District business.

Compliance with the District's "zero tolerance" policy is a condition of employment. An employee who violates the District's prohibition against violence is subject to discipline up to and including discharge,

Every verbal and physical threat of violence will be taken seriously and must be reported immediately to the General Manager who will be responsible for investigating the matter and taking appropriate action. Employees should report any workplace violence to their immediate supervisor or directly to the General Manager if the employee's supervisor is not immediately available.

If employees have any doubt as to whether they have been victims of or witnesses to an incident of workplace violence they should contact the General Manager.

**Section 7.04 Non-Smoking Policy.** The District is committed to providing a healthy and safe work environment for its employees. Accordingly, smoking is prohibited inside District offices, vehicles and work areas. The District will reimburse employees up to \$500 for attendance in a program specifically directed towards quitting. The reimbursement will be available one year after an employee has successfully quit smoking. Employees may take time off from work to attend such a program provided, in the opinion of the employee's supervisor, that such absence will not unduly hamper District operations.

**Section 7.05 Controlled Substance and Alcohol Policy.** The District strictly prohibits the use or possession of alcohol and illegal drugs on its premises. No employee may use or possess any illegal drug or any alcohol while on District property, while on duty, while on on-call status or while driving a District vehicle. In addition, Appendix One "Substance Abuse Policy Statement and Procedures" attached to this Personnel Manual and

incorporated herein by reference shall apply to all “safety-sensitive” employees, as that term is defined in Appendix One.

No employee may work if he or she is under the influence of drugs or alcohol. Violation of this policy will be the cause for discipline up to and including discharge.

The District encourages employees to seek help for any drug or alcohol related dependencies. The district has established a confidential Employee Assistance Program. Information about the program may be obtained at the District's offices.

*COASTSIDE COUNTY WATER DISTRICT***APPENDIX ONE            Substance Abuse Policy Statement and Procedures**

As with any District policy, COASTSIDE COUNTY WATER DISTRICT reserves the right to change, alter, amend and interpret this policy without prior notice.

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

COASTSIDE COUNTY WATER DISTRICT recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, health and productive work environment for all employees, it is the objective of the District to have a work force that is free from the influence of alcohol and controlled substances.

**A.    APPLICABILITY**

This policy applies to all “safety-sensitive” employees as that term is defined herein. It applies to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work.

A safety-sensitive position is defined as any position requiring the use of a Class “A” or Class “B” commercial driver’s license. A listing of COASTSIDE COUNTY WATER DISTRICT safety-sensitive employee (function and/or position) classifications can be found in Appendix “A” of this policy statement. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions. All safety-sensitive employees must be furnished with a copy of this policy statement: (1) at the time of hiring; or (2) whenever this policy is amended or restated. On such occasions, each safety-sensitive employee must execute the “Acknowledgment and Consent” form attached hereto as Appendix B and a copy thereof will be placed in the employee’s personnel file.

**B.    PROHIBITED SUBSTANCES**

“Prohibited substances” addressed by this policy include the following:

**Drugs:**

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

**Alcohol:**

The uses of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any District business is prohibited. "Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

**C. PROHIBITED CONDUCT**

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

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

**Impaired/Not Fit For Duty**

Any safety-sensitive employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from safety-sensitive job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to a Substance Abuse Professional (SAP). A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines.

**Alcohol Use**

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol within four hours of reporting for duty or during hours that he/she is on call. Violation of this provision is prohibited and will subject the employee to removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

**Compliance with Testing Requirements**

All safety-sensitive employees are subject to controlled substance testing and breath alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to a Substance Abuse Professional (SAP). Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as



well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

### **Treatment/Rehabilitation Program**

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

***Positive Controlled Substance and/or Alcohol Test: A Rehabilitation Program is available for safety-sensitive employees who have tested positive for a prohibited substance on a one-time basis only. Employee will be immediately terminated on the occurrence of a second verified positive test result. The safety-sensitive employee will pay program costs and subsequent controlled substance and/or alcohol testing costs.*** When recommended by the Substance Abuse Professional (SAP), participation and completion of the rehabilitation program is mandatory. Failure of a safety-sensitive employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years.

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

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

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

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

The District is dedicated to assuring fair and equitable application of this Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or

who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

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

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

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

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

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

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

### **Pre-employment Testing**

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

### **Reasonable Suspicion Testing**

All safety-sensitive employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substance or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances that are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

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

A supervisor who is trained to detect the signs will make reasonable suspicion determinations and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

### **Post-Accident Testing**

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

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

### **Random Testing**

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

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

All safety-sensitive employees who previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance and/or alcohol breath testing following return to duty. The SAP will

determine the duration and frequency of testing. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty.

### **Employee Requested Testing**

Any safety-sensitive employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second test invalidates the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The safety-sensitive employee's request for a retest must be made to the MRO within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay is due to documentable facts are beyond the control of the employee.

## **G. EMPLOYEE ASSESSMENT**

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

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP. **The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is borne by the safety-sensitive employee and is on a one-time basis only. Employee will be immediately termination on the occurrence of a second verified positive test result.** Employees may use accumulated sick leave, vacation and floating holidays, if any, to participate in the prescribed rehabilitation program.

## **H. CONTACT PERSON**

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

Name: Mary Rogren  
 Title: General Manager  
 Address: 766 Main Street, Half Moon Bay, CA 94019  
 Telephone: (650)726-4405

## I. PROCEDURES – REASONABLE SUSPICION TESTING

1. Any employee may identify someone suspected of alcohol and/or controlled substances to any supervisor. Employees should realize however, that it is against District policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee. However, the supervisor must witness first hand the safety-sensitive employee's signs and symptoms.
2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-sensitive employee is then immediately suspended from duty (with pay) and driven by District staff (or others designated) to the District specified collection site. Because of a testing facility requirement, the safety-sensitive employee in question must show proof of identification, such as a photo driver's license or state-issued photo-identification card.

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

4. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are suspected or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
5. The District will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collection site.
6. The safety-sensitive employee whose test results are negative will be reinstated. The safety-sensitive employee, whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in termination.

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

## **J. PROCEDURES – RANDOM TESTING**

- 1/ The District is notified to send the safety-sensitive employee to the collection site for alcohol and/or controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. The safety-sensitive employee must carry proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee **will be required to submit a urine or breath sample to the on-duty technician**. Care will be taken to provide the safety-sensitive employee with privacy without compromising the integrity of the testing.
4. The safety-sensitive employee whose test results are negative will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in termination.
5. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in termination.

## **K. PROCEDURES – POST ACCIDENT**

1. The safety-sensitive employee notifies a supervisor that an accident has occurred.

2. The supervisor determines that the circumstances of the accident warrant a post-accident test. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substances testing. The safety-sensitive employee must carry proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with privacy without compromising the integrity of the testing.
4. The supervisor will notify the General Manager that an accident has occurred and that the safety-sensitive employee was instructed to go to the collection site.
5. The safety-sensitive employee whose test results are negative will be reinstated. The safety-sensitive employee, whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04, will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a District specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in termination.
6. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a District specified Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which, if accepted by the District, must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in termination.

#### **L. PROCEDURES – RETURN TO DUTY and FOLLOW-UP**

1. The compliance company notifies the District to send the safety-sensitive employee to the collection site for alcohol and controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. The safety-sensitive employee must carry proof of identification, such as a photo driver's license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to

the on-duty technician. Care will be taken to provide the safety-sensitive employee with privacy without compromising the integrity of the testing.

4. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

#### **M. PROCEDURES – CHAIN OF CUSTODY FOR CONTROLLED SUBSTANCE SPECIMENS**

1. At the time a specimen is collected, the safety-sensitive employee will be given a copy of the specimen collection procedures.
2. Urine will be in a wide-mouthed clinic specimen container which will remain in full view of the safety-sensitive employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
3. Immediately after the specimens are collected, the urine bottles will, in the presence of the safety-sensitive employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol testing laboratory, the specimens will then be placed in a transportation container. The container will be sealed in the safety-sensitive employee's presence and the safety-sensitive employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business available.
4. A chain of custody form will be completed by the on-duty technician during the specimen collection process and attached to and mailed with the specimen.

#### **N. PROCEDURES – ALCOHOL CONCENTRATION**

1. The safety-sensitive employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.
2. After an explanation of how the Breathalyzer works, an initial breath sample is taken.
3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted.
4. The confirmation test will utilize Evidential Breath Testing devices that print out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure reliability of the results.



## O. DEFINITIONS

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

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

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

**ALCOHOL USE** – means consumption of any beverage, mixture, or preparation, including any medication containing ethyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor-filled chocolates. Prescription medications containing alcohol may have a greater impairing effect due to the presence of other elements (e.g., antihistamines).

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

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

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

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

**CONFIRMATION TEST** – for alcohol means a second test, following a screening test with a result of 0.02 or greater that provides quantitative data of alcohol concentration. For controlled substances testing this means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (CG/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine.)

**CONTROLLED SUBSTANCE (DRUG) TESTING** – means a method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person’s body. A controlled substance test may be either an initial test or a confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration. Controlled substances will be tested in accordance with Department of Health and Human Services guidelines.

A confirmation drug test is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy.

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

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

**DISTRICT** – means the COASTSIDE COUNTY WATER DISTRICT.

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

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

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

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

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

**POST-ACCIDENT ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING** – conducted after accidents on employees whose performance could have contributed to the

accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation.

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

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

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

**RETURN-TO-DUTY AND FOLLOW-UP ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTING** – is conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returns to performing safety-sensitive duties.

**SAFETY-SENSITIVE FUNCTION**- an employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

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

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

**APPENDIX A**

**SAFETY-SENSITIVE EMPLOYEE (FUNCTION AND/OR POSITION)  
CLASSIFICATIONS FOR COASTSIDE COUNTY WATER DISTRICT**

Funded and Unfunded Classifications\* Impacted by the Regulations

- Treatment Distribution Operator
- Senior Treatment Distribution Operator
- Distribution Supervisor
- Treatment Distribution Supervisor
- Maintenance Worker I
- Maintenance Worker II
- Any other employee classification in which a B Driver's License is required

An Administrator will maintain a list of the specific positions within the above-listed classifications that are covered under Department of Transportation Regulations.

\*subject to change

**APPENDIX B**  
**SAFETY-SENSITIVE EMPLOYEE**  
**Acknowledgment and Consent Form**

I, \_\_\_\_\_ [*print name*], hereby acknowledge receipt of the **COASTSIDE COUNTY WATER DISTRICT Substance Abuse Policy Statement (the “Policy”)** dated \_\_\_\_\_. I understand that I am employed in a safety-sensitive position as defined in the Policy and Federal Department of Transportation Guidelines and, as such, I consent to allow the District to require me to submit to alcohol and/or controlled substance testing in accordance with the policies and procedures set forth in the Policy. I also give my consent for the release of the test results to appropriate management employees of the District. I understand that if I decline to sign this consent or decline to comply with the Policy, I can be subject to disciplinary action including termination or, if I am applying for a new position, my application for employment with the District may be rejected.

\_\_\_\_\_  
[Signature]

**Revised and restated by Resolutions:**

1. Amended by Resolution No. 795 (08/91) (amends Section 2.03.D)
2. Amended by Resolution No. 842 (08/93) (amends Sections 2.02, 3.01, 3.09 & 4.07)
3. Amended by Resolution No. 867 (04/95) (amends section 2.03.D)
4. Amended by Resolution No. 874 (07/95) (amends Section 3. 10.D)
5. Amended by Resolution No. 884 (12/95) (amends Sections 3.02.C & 3.06)
6. Amended by Resolution No. 922 (05/97) (amends section 3.01)
7. Amended by Resolution No. 1999-03 (03/99) (amends Section 2.01)
8. Amended by Resolution No. 2000-06 (07/00) (amends Section 5.01)
9. Amended by Resolution No. 2001-06 (04/01)
10. Amended by Resolution No. 2001-14 (08/01) (amends Section 6.03)
11. Amended by Resolution No. 2002-16 (11/02) (amends Section 1.01, 2.03, 2.08, 3.03, 6.05 & 7.05)
12. Amended by Resolution No. 2003-03 (01/03) (amends Section 4.05)
13. Amended by Resolution No. 2003-10 (06/03) (amends Section 2.06)
14. Amended by Resolution No. 2005-11 (07/05) (amends Sections: 1.04, 1.05, 2.01, 2.06, 2.07, 3.02, 3.03, 4.05, 4.06 and 4.07)
15. Amended by Resolution No. 2006-22 (amends Sections 1.04, 4.11, 4.05, 4.07 and 5.01)
16. Amended by Resolution No. 2006-25 (amends Section 2.07.B)
17. Amended by Resolution No. 2011-12 (amends Section 4.11 & 5.01)
18. Amended by Resolution No. 2016-05 (amends Sections: 1.03, 1.04, 2.01, 2.08, 2.11, 3.02, 3.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.11, 5.01, 5.02, 5.03, 5.04, Appendix A)
19. Amended by Resolution No. 2018-01 (amends Section 2.01.D)

20. Amended by Resolution No. 2021-06

Amends Section 2.01.D

