

MEMORANDUM OF UNDERSTANDING

between the

CITY OF MONTEREY

and the

**GENERAL EMPLOYEES OF MONTEREY (GEM) /
LABORERS INTERNATIONAL UNION OF NORTH AMERICA (LIUNA) /
UNITED PUBLIC EMPLOYEES OF CALIFORNIA (UPEC), LOCAL 792,
AFL-CIO**

July 1, 2013 through June 30, 2015

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UNITED PUBLIC EMPLOYEES OF CALIFORNIA (UPEC), LOCAL 792, AFL-CIO**

July 1, 2013 through June 30, 2015

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and the Employer-Employee Relations Resolution of the City of Monterey and is made by and between authorized representatives of the City of Monterey (hereinafter referred to as "City"), and the General Employees of Monterey (hereinafter referred to as "Union").

SECTION 1 RECOGNITION AND IMPLEMENTATION

The City hereby recognizes the Union as the exclusive bargaining agent for all employees within the bargaining unit.

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the City Council. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until ratified by the Union's membership, and unless and until the City Council acts, by a four-fifths vote, to formally approve this Memorandum of Understanding. It is understood by the parties that the City Council must, as a part of the implementation, appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding; and take any other action required.

SECTION 2 TERM AND EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall be effective on July 1, 2013 and shall remain in full force and effect through June 30, 2015. It is understood and agreed that the terms, conditions, wages, and all provisions of this Memorandum of Understanding shall continue in effect after June 30, 2015 until a new Memorandum of Understanding is negotiated and subsequently ratified by the Union and the City Council, or until this Memorandum of Understanding is superseded by action of the City Council.

SECTION 3 SALARY

3.1 Salary Adjustments

During the term of this agreement, base salary shall be adjusted in accordance with the following schedule for those employees covered by this agreement.

<i>July 1, 2013</i>	<i>1.5%</i>
<i>July 1, 2014</i>	<i>1.5%</i>

3.2 Premium Pay for the Position of Assistant Engineering Surveyor

Persons holding the classification of Assistant Engineering Surveyor who possess a valid Engineer in Training (EIT) certificate issued in California will be paid a premium pay of 5% over base salary.

SECTION 4 LONGEVITY PAY

For those employees with at least twenty (20) years of continuous full time City of Monterey service or more, a 5.0% longevity pay will be provided.

For those employees with at least twenty-five (25) years of continuous full time City of Monterey service or more, an additional 5.0% longevity pay will be provided.

For those employees with at least thirty (30) years of continuous full time City of Monterey service or more, an additional 5.0% longevity pay will be provided.

SECTION 5 TOTAL COMPENSATION

This is not a total compensation agreement. The City and the Union agree that the principles of total compensation as traditionally practiced in prior agreements do not apply to this agreement. All adjustments to salary and benefits during the term of this agreement shall only be as set forth herein.

SECTION 6 STEP ADVANCEMENTS

Step advancements are merit increases and are not automatic. An employee must perform the duties of the position in a manner satisfactory to the department head to receive a step advancement.

Eligibility for such step advance shall be upon completion of twelve months satisfactory service in the employee's prior step. The step system shall consist of five (5) steps and an employee's initial placement on the step system shall be determined by Sections 25-5.04 or 25-5.06 of the Monterey City Code (Personnel Rules and Regulations).

Step advancements shall be made on the Anniversary Date. No advancement shall be made without a performance evaluation with a written recommendation by the

department head and approval of the City Manager or designated representative.

SECTION 7 INSURANCE PLAN

The following is a brief summary of insurance benefits. To the extent that the insurance programs detailed below continue to be available, the City will continue to offer these programs. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations. If, during the term of this agreement, a change in insurance plans or coverage is necessary, the City shall provide notice thirty (30) days in advance, and, upon request, meet with representatives of the Union. If, during the term of this agreement, the premium for an insurance plan changes, the City will attempt to provide a thirty (30) day notice in advance of the rate change.

7.1 Dental/Orthodontia Insurance

The City shall provide an annual maximum of \$2,500 dental coverage per covered individual (employee and dependents). Dental sealant is included as part of this basic coverage. Lifetime maximum orthodontia coverage of \$3,000 shall be provided for each individual covered by this plan (employee and dependents).

Commencing with plan year 2006, the City will afford eligible employee dependents the opportunity to participate in an open enrollment every three years.

7.2 Vision Care

The City will continue to provide vision care coverage for employees and dependents. The plan will provide for a fully covered Preferred Provider exam and up to \$105 every 12 months toward the purchase of contact lenses. The employee will pay any difference between the \$105 and the actual cost of the contact lenses if the cost exceeds the \$105.

7.3 Life Insurance

The City will continue to provide a \$20,000 Term Life Insurance and Accidental Death and Dismemberment Policy for each employee covered by this agreement.

Additional Term Life Insurance may be purchased by each employee through payroll deductions in increments of \$10,000, subject to the City's life insurance carrier's coverage limitations. At least \$50,000 of term life insurance will be available to employees for purchase. Only premiums for up to \$30,000 of employee purchased term life insurance may be paid on a pre-tax basis. The purchase of additional insurance shall be in accordance with payroll deduction procedures established by the Finance Director and the underwriting requirements of the insurance carrier.

Subject to the conditions of the City's life insurance carrier, the City shall offer to employees at the time of their retirement the option to convert their life insurance policy

(both City-paid and employee-purchased supplemental insurance) to individual coverage at the employees' expense.

7.4 Major Medical Insurance

The provisions of this plan require participation by the Union in the Public Employees Medical and Hospital Care Act (PEMHCA).

A. Non-Elective Contributions/Premiums

(1) Active Employees

During the term of the contract, the City contribution to insurance coverages will be as outlined below. Employees shall not have the option of using these contributions for any other purpose. During the term of the contract, should the dental (employee only premium), vision and/or life non-elective contributions/premiums increase, the City will pay these increases. Should, during the term of this agreement, the non-elective contributions/premiums for dental (employee only premium), vision, and/or life decrease, the City shall retain the savings from the decrease. The non-elective contribution/premium will be as follows:

<u>Plan</u>	<u>Amount</u>
1. Medical	Applied toward premium - \$115.00 mo/employee (\$119.00 effective 01/01/14)
2. Dental	Cost of premium for employee only
3. Vision	Cost of premium for employee & dependents
4. Life	Cost of basic policy (see Section 7.3)

In accordance with State Law, the non-elective contribution/premium paid by the City toward the medical for active employees shall be adjusted annually by the PERS board to reflect any change to the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

(2) Retirees

Retiree Medical Premium

The City will make the mandatory employer medical insurance contribution for City retirees participating in the Public Employees Medical and Hospital Care Act (PEMHCA). The mandatory monthly rate is established by CalPERS annually, and is effective on January 1st of each calendar year.

B. Elective Contributions/HPSF

The City will contribute a monthly sum to the employee's Health Plan Spending Fund (HPSF) in the amount indicated below based on the employee's status in PEMHCA and the employee's participation tier:

The City will continue to provide fixed rates for the Employee Opt Out and Employee Only tiers in January 2013, and provide HPSF rates for the Employee Plus One and Employee Plus Two tiers that would reflect a PERS Choice 2013 Calendar Year increase up to 9.0%.

1. Employee opts out of City Medical Plan	\$600.00
2. PEMHCA Medical - Employee Only	\$750.00
3. PEMHCA Medical - Employee Plus One	\$1,376.00
4. PEMHCA Medical - Employee Plus Two	\$1,616.00

The City will continue the current formula for health plan premium increases for calendar year 2014 and 2015. Effective January 1, 2014, the Health Plan Spending Fund contribution levels shall be as follows:

1. Employee opts out of City Medical Plan	\$600.00
2. PEMHCA Medical - Employee Only	\$750.00
3. PEMHCA Medical - Employee Plus One	\$1,376.00
4. PEMHCA Medical - Employee Plus Two	\$1,616.00

The City will also provide HPSF rates for the Employee Plus One and Employee Plus Two tiers that would reflect a PERS Choice 2015 Calendar Year increase up to 9.0%. These two tiers will be increased by the necessary amount to keep employees in these tiers at the same out-of-pocket contribution levels, so long as the PERS Choice calendar year increase does not exceed 9.0%.

SECTION 8 RETIREMENT

For employees hired prior to January 1, 2013, the City will continue to provide the 2.7% @ 55 Public Employees' Retirement System (PERS) Miscellaneous Members Retirement for each employee covered by this agreement. The same 2.7% @ 55 will be provided to new employees who were previously employed by the City of Monterey as a full-time employee, or who were employed full-time by another PERS (or reciprocal) agency within six months from date of hire by the City of Monterey. This policy is in keeping with the California Public Employees' Pension Reform Act (PEPRA). As of July 1, 2013, the City's contract with PERS for the 2.7% @ 55 plan contains the following plan amendments:

1. Highest twelve (12) consecutive months for purposes of determining final compensation (Section 20042).
2. Sick leave credit/conversion to service time (Section 20965).
3. 1959 Survivor Benefit Level 4(Section 21574).

4. Exclusion of hourly rated employees (Section 20305).
5. Military Service Credit (Section 21024).
6. Partial Service Retirement (Section 21118).
7. Employees Sharing Cost of Additional Benefits (Section 21354.5)

The City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and/or contribution credits (rebates) from PERS.

New employees hired on or after January 1, 2013 who have not been previously employed by the City of Monterey as a full-time employee, or who were employed full-time by another PERS (or reciprocal) agency and had a break in service greater than six months from date of hire by the City of Monterey, will be placed on a 2nd PERS Plan tier. The 2nd tier for these employees is the 2.0% @ 62 and contains the same plan amendments as the 2.7% @ 55 plan described above, except that PEPR requires the 2.0% @ 62 retirement formula to be based on a 36-month average of annual pensionable compensation earned (rather than a 12-month average), and employees on the 2nd tier are not required to participate in cost-sharing of the Employers' Contribution to PERS.

Effective July 1, 2011, GEM-represented employees received their previously negotiated 3.0% COLA; effective July 1, 2011, the City deducted 3.0% (over and above the normal 8.0% employee contribution) from GEM-represented employees on a pre-tax basis in order to offset the City's employer contribution to CalPERS. The 3.0% pretax deduction from GEM-represented members shall be forwarded directly to CalPERS in order to offset the Employer's share of CalPERS retirement costs. This additional contribution will help offset/share the cost of the City's employer contribution to CalPERS. Please note the contribution to CalPERS is pre-tax, yet one's base pay would increase, for retirement purposes.

The employer's cost for the 1959 Survivor Benefit Level 4 (Section 21574) will be paid by the employees through payroll deduction. The monthly employer rate for FY 2014 is \$4.60 per month. This amount is set by CalPERS each fiscal year.

Survivor Benefits, Pre-Retirement

The City agrees to request an actuarial valuation to determine the cost of Government Code Section 21548 Pre-Retirement Option 2W Death Benefit. In addition, the City needs to discuss this benefit with the other Miscellaneous Groups, since this benefit must be implemented for all Miscellaneous employees, and not just one specific group or class. The City will come back to GEM/UPEC with the cost/actuarial, and information regarding interest from the other Miscellaneous Groups. The City is agreeable to implementing this optional benefit if the cost for such benefit is agreed to and paid for by all affected employee groups.

Survivor Benefits, Post-Retirement

The City agrees to request an actuarial valuation to determine the cost of Government Code Sections 21624, 21626, and 21628 Post-Retirement Survivor Allowance. The City will discuss the impacts of this retirement benefit with GEM/UPEC once the cost/actuarial information has been received from CalPERS.

SECTION 9 SECTION 125 PLAN

Employees may elect to participate in three Section 125 programs offered by the City. The available programs are Premium Conversion, Dependent Care, and Flexible Spending Account. Each of these programs will be administered in accordance with the IRS Code. Employees will pay any administration fee for this service through payroll deductions. The Flexible Spending Account carries a maximum participation of \$5,000 per employee for dependent care, and \$2,500 for Health Expense Reimbursement per calendar year.

For purposes of information, the following is a description of premium conversion, dependent coverage and flexible spending account.

- | | |
|-----------------------------|--|
| -Premium Conversion: | Permits payment of health insurance premiums subject to salary deduction with pre-tax income. |
| -Dependent Care: | Permits payment of eligible dependent care expenses (minor and/or adult) with pre-tax income. |
| -Flexible Spending Account: | Permits payment of eligible health care expenses not reimbursed by health insurance with pre-tax income. |

The above descriptions are not intended to supersede current Internal Revenue definitions or how these definitions may change from time to time. The descriptions are for informational purposes only.

SECTION 10 UNIFORM ALLOWANCE

All full-time non-sworn employees of the Police Department and employees of the Parking Division who are required to wear a standard uniform shall receive an allowance of \$60.00 per month. Employees in the classifications of Operations Supervisor and Facility Attendant shall receive a uniform allowance of \$10.00 per month. Each full-time Facility Attendant shall be reimbursed up to \$230.00 per fiscal year upon submission of receipt(s) for the cost of purchasing City uniform pants.

In those divisions where uniforms are provided and laundered, eleven uniforms will be

made available to each employee.

SECTION 11 SHOE REIMBURSEMENT

All full-time employees required to wear safety shoes as a condition of employment shall, at the employee's request, receive up to \$130.00 per calendar year in reimbursement for the purchase or repair of safety shoes (so long as after the repair the shoes continue to meet the California OSHA requirements for safety).

The City may authorize direct bill payment for shoes required at a vendor of the City's choice. The employee may continue with the current reimbursement method, or utilize the direct billing method. If the employee purchases shoes for an amount (including tax) greater than the annual limits described in this section, the employee shall pay the difference to the vendor at the time of purchase.

SECTION 12 TOOL ALLOWANCE

Full-time employees in the classifications of Mechanical Supervisor, Lead Mechanic, Automotive Mechanic and Automotive Attendant, who are required to provide their own tools, shall receive a tool allowance of \$40.00 per month per employee.

SECTION 13 STAND-BY AND ASSOCIATED CALL-OUT COMPENSATION

Employees shall be paid \$25.00 per week day, or portion thereof, and \$70.00 per weekend day or official holiday, or portion thereof, when assigned to stand-by in accordance with established departmental procedures.

Stand-by shall be defined as that circumstance which requires an employee who is not on duty and assigned by the department to:

- A. Be ready to respond immediately to a call for service; and
- B. Be readily available at all hours by telephone or other agreed upon communication equipment; and
- C. Refrain from activities which might impair their ability to perform their assigned duties when called upon.

Where an employee is on stand-by and called out to respond, the employee shall receive a minimum of two (2) hours compensation at time-and-one-half.

The City will compensate those employees on stand-by \$10 per incident, if not required to report to work, for incident notifications received between the hours of 11:00 p.m. and 6:00 a.m. Incident, for purposes of this section, shall be defined as those calls initiating service, and to exclude follow-up calls relating to the initial service call.

Those employees who are on standby and are called to respond to duty, shall contact the City designated answering service at the time the employee leaves the designated work site following completion of the called-out duty request. After 30 minutes have expired following the employee contacting the City designated answering service following completion of the called out duty request, if the employee receives a new call to respond to duty while on standby, that employee shall receive a new two-hour minimum compensation for such call.

SECTION 14 CALL BACK - ROLL DOWN LIST

Those employees who are assigned to a roll down call back list for emergencies shall receive a minimum of two (2) hours compensation at time-and-one-half when called back to respond to such an emergency. Employees assigned to such a roll down call back list shall not be subject to the stand-by provisions of Section 13. Roll down call back lists are composed of employees who may be called during an emergency and are called in sequence until a person whose name is on the list is contacted.

SECTION 15 COMPENSATORY TIME OFF

Employees who earn overtime may, at the option of the employee, elect to be paid cash or accrue compensatory time off except as stated below. Compensatory time-off may be accrued to a maximum of 40 hours. During the month of November each year, except as stated below, the compensatory time off balance as of October 31 for each employee will be paid off at the employee's prevailing rate in October and the balance reduced to zero. Compensatory time off will be scheduled in the same manner as vacation time.

On October 31 of each year, employees may either receive pay for unused CTO or maintain unused CTO as CTO leave, in accordance with procedures to be developed by the Finance Director. If an employee does not make a selection, the entire CTO balance as of October 31 will be paid. Payments will be made the second payday in November. In no case may an employee maintain more than 40 hours of accrued CTO in their leave bank.

SECTION 16 HOLIDAY TIME

The Holiday schedule for the term of this agreement will be:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Admission Day
- Veterans' Day

Thanksgiving Day
The Day after Thanksgiving Day
The working day immediately preceding Christmas Day
Christmas Day
The working day immediately following Christmas Day

SECTION 17 OVERTIME

For purposes of determining when overtime compensation is owed under both City Overtime Policy as defined in City Code Section 25-11.05 and the F.L.S.A., only hours actually worked shall be counted. Excluded from this provision is paid time off on City Holidays.

The intent of this section is to bring the City's overtime policy into alignment with what is mandated under F.L.S.A. It is not the intent of this section to alter the way in which overtime is assigned.

The City will monitor and respond to overtime complaints to ensure overtime is assigned and compensated in an appropriate manner. The Union will work cooperatively with the City to ensure the appropriate application of this policy.

SECTION 18 FLOATING HOLIDAY

The Union's holiday schedule shall include (1) floating holiday per fiscal year, per employee. The scheduling is at the discretion of the employee subject to approval by their department head.

The floating holiday may be rolled over to the next fiscal year. In no case shall an employee be allowed to accrue more than 40 hours of accrued floating holiday time, and there shall be no cash value for floating holidays.

SECTION 19 NIGHT SHIFT DIFFERENTIAL

An employee who is required and authorized to work a regularly scheduled shift at least part of which falls between six (6:00) p.m. and six (6:00) a.m. shall be paid a shift differential of \$1.00 per hour for each hour worked between six (6:00) p.m. and six (6:00) a.m. This differential shall not apply to hours worked between six (6:00) p.m. and six (6:00) a.m. which result from a call-back, stand-by or overtime. For payroll reporting purposes, night shift differential will be paid in that pay period where the sum of previously worked qualified time equals at least one (1) hour.

SECTION 20 AUTOMOTIVE SERVICE EXCELLENCE CERTIFICATION and GENERAL BUILDING CONTRACTORS LICENSE INCENTIVE PAY

The following Incentive Pays shall be effective based on the demonstration and active

continuation of the appropriate certifications or licensing:

Employees in the classifications of Fleet Coordinator, Lead Mechanic, and Automotive Mechanic shall receive 1.0% incentive pay for each Automotive Service Excellence (ASE) certification, up to a maximum of 5.0% total from the list of 8 certifications listed below:

- A1 Engine Repair
- A2 Automatic Transmission/Transaxle
- A3 Manual Drive Train and Axles
- A4 Suspension and Steering
- A5 Brakes
- A6 Electrical/Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance

Employees in the classifications of Senior Craftworker and Building Maintenance Craftworker shall receive a 5.0% incentive pay for maintaining an active California Class B General Building Contractors License.

In order to receive the incentive pay described above, the employee must present proof of the applicable current certification(s) or licensing to the Public Works Administration Division. The incentive pay will begin on the first day of the payperiod following the department's receipt of the proof of certification(s) or licensing. Failure to maintain the active certification(s) or licensing will result in the loss of incentive pay effective on the first day of the payperiod following the date of the certification(s) or licensing expiration.

It is the employee's responsibility to inform the department if any of the certifications or the licensing expires or becomes invalid.

SECTION 21 BILINGUAL PAY

The City recognizes that there is merit to having employees who are Bilingual. The City is proposing the following incentive program on a trial basis. The City and GEM agree to discuss and evaluate this new program for its overall benefit by June 30, 2014. At the time this program is evaluated, it will be decided if the program is to continue, end, increase or decrease the number of employees, or change the payment amount.

The City proposes a \$100 per month stipend (\$1,200 per year), for up to five (5) GEM represented employees who meet the testing criteria (same testing process as used in the Police Department) for being bi-lingual in Spanish. The employees designated to receive this stipend should be recommended for bilingual pay by their Department Head (benefit to department and City), and approved by the Human Resources Director. These employees, if available during their work schedule, may be called upon by other departments on an as needed basis.

SECTION 22 CONTINUING EDUCATION INCENTIVE PLANS

22.1 Education Incentive Plan (EIP)

All current employees hired prior to July 1, 1990, will continue to be eligible to participate in the Education Incentive Plan (EIP) as outlined in Monterey City Code Section 25 – 11.07. Employees hired by the City on or after July 1, 1990, will not be eligible to participate in the Education Incentive Plan as outlined in Monterey City Code Section 25 – 11.07. The terms of EIP are outlined below consistent with Monterey City Code Section 25 – 11.07.

A. Coverage

This Section shall apply to all full-time positions in the Classified Service except:

1. Those classes of employment requiring a post-secondary degree as an entrance requirement for employment; and
2. Employees hired by the City after July 1, 1990.

B. Compensation

Covered employees who comply with the eligibility provisions of this Section shall, upon application, receive compensation equal to:

1. 2.5% of their base monthly salary upon satisfactory completion of thirty (30) units of college level, job-related courses.
2. 5% of their base monthly salary upon satisfactory completion of sixty (60) units of such job-related course work; or by presentation of certification indicating attainment of an Associate of Arts, Bachelor of Arts, Bachelor of Science or higher degree.

C. The total maximum salary increment attainable under the Plan shall be 5%.

D. College-level units earned prior to employment with the City or during the first year of City employment shall be counted toward the attainment of the above unit requirements provided the other requirements of this Rule are satisfied. However, any education required as a condition of employment shall be excluded.

E. Proof of completion of course work requirements shall be submitted to the department head indicating the specific courses and credits completed, together with transcripts or other documentation as may be required by

the Human Resources Director. This information shall be submitted on forms provided by the Human Resources Director. The Human Resources Director shall approve or disapprove eligibility for additional compensation and transmit the necessary documentation and recommendations to the Finance Department. Following appropriate processing by the Finance Department, the documentation and recommendations provided by the Department shall be submitted to the Human Resources Director. The Human Resources Director shall be responsible for insuring full compliance with the provisions of this Section and for processing the transaction in the manner provided below.

- F. Additional compensation due under this Section shall commence the first pay period following submission and approval of the above documentation, provided said documentation is received and approved by the Human Resources Department on or before the close of the payroll period.
- G. Additional compensation shall cease as of the effective date of appointment to a position not covered by the Plan.
- H. Qualifying Course Work
 - 1. All course work undertaken in connection with the Plan must have the prior approval of the department head. In addition, all courses must be taken during the employee's off-duty hours for which the employee is not receiving any form of compensation from the City.
 - 2. Qualifying course work must be both job related and at a college level in accordance with the definitions provided below. Plan credits shall not be given for work experience, even though an academic institution may have given credit for such experience, until such time as a qualifying degree is granted by such institution. However, the Human Resources Director may grant approval, for covered general employees, for a course of instruction which does not lead to the accumulation of college units, but which clearly will increase the employee's job-related skills and knowledge. The equivalency of such instructional hours to a college unit shall be in the range of 36 to 54 hours equaling one college unit. Such equivalency values shall be established by the Human Resources Director in consultation with the department head prior to the commencement of the course work, and the employee shall be so advised.
- I. Definitions
 - 1. "Base Pay" shall mean the monthly salary as set forth for the range and step of the eligible person in the salary schedule and shall

specifically exclude any form of premium pay, other direct compensation and supplemental benefit.

2. "Satisfactory Completion" shall mean a grade of "C" or better in each course. Not more than one third of the total number of units considered for Educational Incentive pay may be on a "credit only" or "pass/fail" basis (limit of 10 out of 30 units; 20 out of 60 units). Units earned with a "Credit Minus" or "Fail" (D or F) grade will not be eligible under the Educational Incentive Plan. Repeated courses will not be counted except when the course is repeated to earn a satisfactory grade not earned when the course was initially taken.
3. "College Level" shall mean any post-high school educational institution accredited by the California State Department of Education, the Western Association of Schools and Colleges, or equivalent organizations in other states or countries, or which has the prior approval of the Human Resources Director.
4. "Job Related" shall mean any college-level course related to technical or specialized aspects of the employee's position, as well as courses meeting general educational degree requirements which are reasonably job-related. Course work may also be included if it can be reasonably demonstrated that it will prepare the employee for promotional consideration for an existing City classification. The Human Resources Director shall determine the eligibility of all courses. In the case of doubt prior to taking a course, the employee shall request the written determination of the department head in advance of enrollment in the course.
5. "Unit" shall mean a unit as established by the educational institution.

22.2 Continuing Education Incentive Plan (CEIP)

Effective January 1, 2001, all employees who have completed their initial probationary period may participate in the City's Continuing Education Incentive Plan (CEIP) as outlined below and further described in the City's Administrative CEIP Policy (Attachment A).

1. To qualify for consideration under CEIP, an employee must have a Baccalaureate or Master's Degree from an accredited college or university.
2. For a Baccalaureate, an employee would receive 5% premium pay on base salary and 7.5% premium pay on base salary for a Master's Degree. An employee cannot receive both of these

premium pays.

3. Employees currently in the "Grandfathered" EIP would be afforded a one-time opportunity to select whether or not to move into the CEIP program or retain their grandfathered status under the grandfathered EIP program. However, no employee may participate in both programs.
4. Employees participating in the new program would be required to meet a continuing job related education requirement. To meet the continuing education requirement, an employee shall provide proof of course work from an accredited college or university of 3 semester units, 4.5 quarter units, or the equivalent every three years.
5. For classifications that require the equivalent of a Baccalaureate degree or higher, the employee will not be eligible to participate in this program. Further, employees who accept a position which requires the equivalent of a Baccalaureate degree or better, shall cease to be eligible to participate in this program.
6. The City shall consider CEIP as part of base pay.

SECTION 23 TUITION REIMBURSEMENT

The Tuition Reimbursement allowance shall be up to \$1,000.00 per year per employee. The program shall include reimbursement for seminars and accredited courses that are job related and course textbooks.

SECTION 24 MINIMUM LEAVE EVENTS

The minimum leave that can be taken by an employee for all leave events shall be fifteen minutes, except for voluntary unpaid leave (Section 24).

SECTION 25 VACATION SCHEDULE

The vacation accrual for regular full-time employees shall be as follows:

- A. All employees who have been employed continuously for less than five (5) years shall receive eighty (80) hours vacation accrual per year whether assigned to a forty (40) hour work week or other duty schedule.
- B. All employees who have been employed continuously for more than five (5) years but less than ten (10) years shall receive one hundred and twenty (120) hours vacation accrual per year whether assigned to a forty (40) hour work week or other duty schedule.

- C. All employees who have been employed continuously for more than ten (10) years but less than fifteen (15) years shall receive one hundred and thirty six (136) hours vacation accrual per year whether assigned to a forty (40) hour work week or other duty schedule.
- D. All employees who have been employed continuously for more than fifteen (15) years shall receive one hundred and sixty hours (160) vacation accrual per year whether assigned to a forty (40) hour work week or other duty schedule.
- E. All employees who have been employed continuously for more than twenty (20) years shall receive one hundred eighty four (184) hours vacation accrual per year whether assigned to a forty (40) hour work week or other duty schedule.

Vacation use shall be subject to the current City Rules and Regulations in effect at the time of application.

SECTION 26 VOLUNTARY UNPAID LEAVE

With advance department head approval, an employee, other than a Police Services Technician, may take up to 20 hours of voluntary unpaid leave annually in one (1) hour minimum increments subject to the following findings by the department head:

- A. It will create no overtime due to the absence of the employee, and
- B. It will create no adverse operational impact on the department or division.

SECTION 27 SICK LEAVE

All full-time personnel shall be provided paid sick leave as set forth below.

27.1 Sick Leave Accrual

1. Full-time employees shall accrue sick leave credits at the rate of eight (8) hours per month or major portion thereof.
2. Employees shall accrue sick leave and be permitted to use such accrued leave upon employment for the permitted uses in Monterey City Code Section 12.02.c.
3. All full-time personnel may accrue sick leave without limitation.

27.2 Sick Leave Usage

1. Accrued sick leave may be used, at any time, for any bona fide illness of, or injury to an employee, and, under certain circumstances, for critical illness or death as provided in paragraph 27.4, and for family sick leave as provided in paragraph 27.3. Such leaves may also be used for medical and dental appointments in accordance with paragraph 27.5. Sick leave must be used in accordance with the provisions of the salary continuation plan when applicable.
2. When utilizing the sick leave benefit, the employee shall notify the immediate supervisor, in accordance with departmental regulations and Monterey City Code Section 11.01(b).
3. Where the period of absence due to illness or injury is not known at the outset, it shall be the responsibility of the employee to remain in contact with the immediate supervisor, on a daily basis if deemed necessary by the supervisor.
4. Usage of sick leave shall be charged to the employee's balance on an hour-for-hour basis in one-fourth (1/4) hour increments or in accordance with current law

27.3 Family Sick Leave

Up to 48 hours of accrued sick leave hours may be used each calendar year to care for and attend to a spouse, principal domestic partner, child, stepchild, parent, parent-in-law, or a close relation residing in the employee's household.

27.4 Family Member Critical Illness/Death

1. All employees may be authorized to use up to 40 hours of accrued sick leave per calendar year to visit or care for a critically ill family member; and to use up to 40 hours of such leave per calendar year for the death of a family member or close relation. The maximum combined allowable use of sick leave for the above purposes shall not exceed eighty (80) hours in any calendar year for a single family member.

These types of sick leave use are separate and distinct from Family Sick Leave described in Section 27.3.

2. At the department head's discretion, the employee may be required to provide evidence that the leave was used for the purposes intended by this section.

3. For purposes of determining the use of sick leave for critical illness and death of a family member, the following definition shall be used: The employee's spouse, principal domestic partner, child, parent, brother, sister, grandparents, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parents, step-siblings, step-children, step-grandparents or grandparents-in-law.

27.5 Medical/Dental Appointments

Accrued sick leave may, with department head approval, be used for medical and dental appointments of the employee where it is infeasible to schedule them on the employee's own time.

27.6 Sick Leave Abuse

1. Sick leave abuse shall mean: "Any use of sick leave, for purposes other than those identified in this section." Sick leave abuse may subject the employee to disciplinary actions.
2. When the department head has reason to suspect that an employee has abused sick leave benefits, the department head may require that employee to file a personal affidavit or physician's affidavit stating the cause of the absence. The department head, at their discretion, may establish methods of verification as deemed appropriate. These means may include, but are not limited to, examination by a physician selected by and paid for by the City. If an employee is required to be examined by a physician selected by the City, the employee will be paid for the time, if off duty, and will be given reimbursement for mileage to attend the examination.
3. The payment of sick leave may be suspended or curtailed by the City Manager where there is evidence that absences taken on a given day or days are the result of a concerted action on the part of two or more employees which is related to a labor dispute with the City directly, or one in which the City is involved as a third party. Sick leave may be restored when proof is provided that the sick leave was taken as provided in these Rules.

27.7 Sick Leave Used as Personal Leave

Up to twenty-four (24) hours of accrued sick leave may be taken as Personal Leave during the calendar year so long as the employee has a minimum of 160 hours of accrued sick leave on the books at the time the Personal Leave is taken. Approval for the use of Personal Leave shall otherwise be subject to the same use rules as vacation.

27.8 Exhaustion of Sick Leave

An employee anticipating exhaustion of sick leave may request advance approval from their department head for the use of discretionary leaves (i.e., vacation, holiday and compensatory time off) in the event of illness or injury, with the department head having discretion to either deny or approve the request.

SECTION 28 MATERNITY LEAVE

The following Pregnancy Leave Policy is reproduced herein for informational purposes only. It is the intent of the City to maintain a maternity leave policy that is consistent with State law.

- A. Based upon medical evidence of disability, a pregnant employee shall be entitled to a reasonable period of disability leave of up to four (4) months duration. This leave shall be paid, subject to the exhaustion of sick leave and salary continuation benefits. The actual duration and scheduling of the disability leave shall be based upon the doctor's certification of disability. (Note: The period of four (4) months is a statutory maximum and the doctor's certification may be for a period of shorter duration.) The City shall have the right to have an employee examined by a physician of the City's choice to substantiate the claim of disability and/or fitness to return to work.
- B. Once the disability period has lapsed, the employee must return to work or face termination, unless additional statutory leave is available or additional leave is approved by both the department head and the City Manager. This additional leave, if approved by the department head and the City Manager, is totally discretionary and the granting of such an extension to one person does not give any right to others for such an additional period of leave. Such leave may be paid or unpaid, depending on the availability of other leave banks made available to the employee, such as vacation time, accumulated holiday time, or compensatory time off which has accrued.
- C. The employee shall, insofar as possible, notify the City in advance of when the pregnancy disability leave will be taken, the dates of the leave period, and present a statement of disability from the physician to the City verifying the above period of disability.

SECTION 29 SHORT TERM / LONG TERM DISABILITY PLAN (STD/LTD)

The City shall provide a Short Term/Long Term Disability Plan (STD/LTD). During the term of this agreement, the City will pay any increase in costs and will retain any

savings resulting from a decrease in cost for this plan.

1. Maintenance of Benefits: The City will provide the employee HPSE, dental, vision, life, Employee Assistance Plan (EAP) and participation in the medical plan for up to a maximum of two (2) years per incident, subject to the following:

- (i) The person is an active employee; and
- (ii) The employee has at least one full day in a pay status during the month (either City pay or Disability payment).

2. Leave Accrual:

- (i) If, due to an industrial injury or illness, an employee is in a pay status (either City pay or Disability payment) for the majority of the month, leave accruals (sick leave, vacation, and holidays) shall continue for the first six months of the disability.
- (ii) If, due to a non-industrial injury or illness, an employee receives disability payments for what constitutes the majority of the month, the employee shall not accrue leave (sick leave, vacation, and holiday).

SECTION 30 PROBATION PERIOD DURATION

All original appointees to positions in any classification shall serve a continuous probationary period of twelve (12) months. All promotional appointees shall serve a probationary period of six (6) months. Probation shall not apply to employees who are reclassified, re-employed or reinstated.

SECTION 31 RECLASSIFICATION

The City's administrative procedure relating to the annual "Reclassification and Salary Adjustment Process" shall allow the Union to submit up to five requests for reclassification to the Human Resources Department. Such requests must be justified under the same, and applicable, documentation rules followed by departments in submitting reclassification requests at the time the study is conducted. The Human Resources Department will consult with the appropriate department head(s) and, if either concur that there is sufficient cause to study the possibility of reclassification, the reclassification proposal shall be included in the study process for evaluation and a final recommendation to the City Manager and City Council.

SECTION 32 EMPLOYEE ASSISTANCE PROGRAM

The City shall provide an Employee Assistance Program. The Employee Assistance Program is a confidential service designed to help employees and their household members resolve personal and workplace challenges.

SECTION 33 DRUG AND ALCOHOL TESTING

A. Department of Transportation (DOT) Class B Licensing Requirements and Random Drug and Alcohol Testing

The parties acknowledge that, consistent with the United States Department of Transportation Regulations, all employees required to obtain and maintain a California Department of Motor Vehicles Class B license must participate in a random drug and alcohol testing program.

The following conditions shall apply to employees in the classifications of Street Maintenance Leadworker, Senior Street Maintenance Worker, and any employee subsequent to the promulgation of this policy required to operate a vehicle of the City of Monterey exceeding 26,000 lbs. gross weight and/or requiring a State of California Department of Motor Vehicle Class B License:

1. The City will provide formal training on duty time concerning the operation of vehicles of at least 26,001 lbs. This will include "walk around" training.
2. City Reimbursements:
 - a. The City will pay the difference in fees between a Class B and a Class C license as issued by the California Department of Motor Vehicles. In addition, the City will pay for the DMV test fee to obtain and renew a Class B license.
 - b. The City will pay for the necessary medical examination associated with the employee obtaining and renewing a Class B license.
3. Employee Responsibilities:
 - a. The employee must obtain and maintain a Class B license from the Department of Motor Vehicles of the State of California.
 - b. The employee must obtain airbrake or other applicable certification associated with a Class B license from the Department of Motor Vehicles.
 - c. The employee will submit to the Department of Transportation drug testing, as outlined in the City of Monterey Drug and Alcohol Policy pursuant to the Department of Transportation Regulations (Attachment B).
 - d. All employee study time, required to obtain and maintain a Class B license, shall be off duty.

4. All employees in a designated classification or position with the City of Monterey shall be required to obtain a Class B license. Failing to obtain a Class B license when required as a condition of employment may result in the separation of the employee for failing to meet a basic employment requirement. For employees of the City in one of the classifications listed below as of August 6, 1997, failing to obtain a Class B license for medical and/or testing reasons will not be cause for separation from City employment so long as the employee has demonstrated in the view of the City a good faith effort to meet the requirements of obtaining a Class B license. At the time this agreement was promulgated, the City classifications that have, as a condition of employment the obtaining and maintenance of a Class B license, are:
 - a. Street Maintenance Worker
 - b. Senior Street Maintenance Worker
5. Any employee hired into the Lead Mechanic or Automotive Mechanic classifications on or after March 8, 2004 shall also be required to obtain and maintain a California Department of Motor Vehicles Class B license, and must participate in a random drug and alcohol testing program as described in this section. Those employees hired into the Lead Mechanic or Automotive Mechanic classifications prior to March 8, 2004 are not required to obtain or maintain a Class B license, and are not subject to the provisions of this section.
6. Upon obtaining a Class B license an employee required to operate a vehicle in excess of 26,000 lbs. and requiring a Class B license operator, shall be paid a premium of \$.60 per hour for the period that an employee is assigned to operate a vehicle requiring the specialized Class B license. Employees not required to perform such duties shall not be eligible to receive the \$.60 per hour pay premium.
7. The City, as a means of encouraging employee development for promotional opportunities, will pay on behalf of employees voluntarily obtaining a Class B license the difference in the fee between a Class C and a Class B license. Additionally the City will pay for the necessary medical examination associated with the employee obtaining and renewing a Class B license. This benefit is limited to the employees in the classifications of Street Maintenance Worker, Lead Mechanic, Automotive Mechanic, Automotive Attendant, Mechanical Supervisor, Street Maintenance Worker, Green Belt Coordinator, Street Maintenance Supervisor, Sign Crafts Worker.

B. Substance Abuse Policy—General Employees of Monterey (GEM)

The following classifications shall be subject to random drug and/or alcohol

testing, as described in Attachment C:

Recreation Coordinator
Sports Coordinator

SECTION 34 WELLNESS PROGRAM

The Union and the City agree that employee health and fitness are important factors in maintaining an optimal work environment. Employees who participate in a physical fitness program shall receive up to \$100 per calendar year reimbursement for the cost of a medical physical examination or fitness consultation.

Upon completion of the required physical exam, or fitness consultation, employees shall receive annual, renewable and nontransferable employee-only passes to the Monterey Sports Center in order to implement their personal fitness programs. These passes shall be subject to renewal by the City in accordance with a medical examination or fitness consultation schedule based on the employee's age and may be discontinued on an individual basis for failure to comply with the program procedures or upon separation from City employment. The details of the program shall be as outlined in "Fitness Program." (See Attachment D)

Employees may apply the dollar value of the employee-only pass to the Monterey Sports Center towards the purchase of a family pass to this facility. The employee shall be responsible for the cost differential between the credit value of the employee-only pass and the family pass. Every twelve (12) months from the date of the purchase of the family pass, the employee shall be afforded the opportunity to make an election to continue crediting the value of the employee-only pass toward the family pass which shall be irrevocable for the next twelve (12) months.

Employees electing to receive a family pass under this program shall have a payroll deduction for the cost of maintaining the family pass active from month to month based on the difference between the cost of the family pass and the employee-only pass. Upon separation from the City, the family pass shall be cancelled unless the separated employee elects to maintain the pass under the same conditions available to the general public.

SECTION 35 FITNESS ACTIVITY PLAN

Effective July 1, 2013 to June 30, 2014, all GEM-represented members will be eligible to participate in a Fitness Activity Plan where they work out off-duty (not considered work time for purposes of Workers' Compensation injury or illness) in exchange for leave time accrued in a fitness bank (Attachment E). In March 2014, the City and GEM will meet to review the success of the pilot program and consider extending the program if both parties agree. In the event the program is discontinued the time accrued by employees will remain available for use until it is used or the employee separates from the City.

Conditions for Qualifying (*see Attachment E for October 1, 2013 revisions*)

- Employees are required to work out a minimum of 26 45-minute sessions or 39 30-minute sessions, or any combination of 30-minute and 45-minute sessions to reach a minimum of 1170 minutes per quarter in order to accrue 10 hours of leave.
- A session is considered to be any moderate or higher intensity physical activity lasting a minimum of 30 minutes or 45 minutes. Any session lasting longer than 45 minutes will be recorded as a 45 minute session.
- Only one workout per calendar day will be counted as a session.
- Participants will complete a Fitness Activity Log demonstrating completion of each workout, which is based on the honor system. At the end of each quarter participants will send the Fitness Activity Log to the Human Resources Department for verification of qualifying activities. The 10 hours of leave will then be credited to the exercise incentive time bank as soon as practical and will be available for immediate use by the employee.
- Each calendar year a maximum of 40 hours can be accrued in a separate exercise incentive time bank, with a maximum of 80 hours allowed in the bank. The exercise incentive time bank has no cash value and the time accrued in this bank has no expiration date.
- Leave time must be coordinated and approved by the employee's supervisor.
- Participation is voluntary and for those electing to participate, an annual physical fitness assessment at the Monterey Sports Center, which can be used as a 30 minute workout session, will be required prior to accruing time. Individual results of the physical fitness assessment will be confidential between the Monterey Sports Center and the employee. Contact Fitness Manager Bill Rothschild at 646-3492 at the Monterey Sports Center to schedule your appointment.
- Submitting a Fitness Plan Waiver form to Human Resources is required to participate in this program.

SECTION 36 BICYCLE COMMUTER PROGRAM

A GEM employee who regularly commutes by bicycle between home and work (or the alternatives described in the Bicycle Commuter Program Policy (Attachment F) may be reimbursed up to \$20 per qualifying month for some of their bicycle commuting expenses. Submitting a Bicycle Commuter Waiver form to Human Resources is required to begin participation in this program, and completion of the "Bicycle Commuter Certification and Reimbursement Claim Form" must be submitted as outlined in the Program policy to claim reimbursement.

SECTION 37 BARGAINING UNIT STATUS FOR POSITION CLASSIFICATION(S) – NOTICE PROCEDURE

37.1 Changing Existing Classification Bargaining Unit Status

When a position classification(s) is to be changed from one bargaining unit to another by City action, the following procedure shall apply:

- A. The Chair(s), Vice Chair(s), and LIUNA representative of the affected Union(s) shall receive written notice of the proposed change at least ten (10) working days prior to being on the Council agenda. Delivery of said notice shall be made with the U.S. Post Office via certified mail using the employee's home address, with an additional copy of said writing being placed in the respective union mailbox in the City Clerk's office.
- B. The notification to the Union Chair(s), Vice Chair(s) and LIUNA representative shall include:
 - * The position classification title;
 - * Any changes to the position classification description resulting from the proposed change in bargaining unit status;
 - * The number of positions and incumbent employees affected, and
 - * The time frame within which the Union Chair(s) is to respond to the proposed change. The time frame will be at least ten (10) working days from receipt, unless otherwise noted. The Union Chair(s) will, upon request, have an additional ten (10) working days to review and comment upon any proposed change.
- C. The Union Chair(s) may comment as appropriate on the change within the comment period. If the Union Chair(s) does not comment within the comment period, the City shall assume that the Union(s) acquiesces to the proposed changes.

37.2 Creating a New Classification and Assigning to a Bargaining Unit

When a position classification(s) is to be created by City action and assigned to a bargaining unit, the following procedures shall apply:

- A. The Chair(s), Vice Chair(s), and LIUNA representative of the affected Union(s) shall receive written notice of the proposed addition at least ten (10) working days, prior to being on the Council agenda. Delivery of said writing shall be made with the U.S. Post Office via certified mail using the employee's home address, with an additional copy of said writing being placed in the respective union mailbox in the City Clerk's office.

- B. The notification to the Union Chair(s), Vice Chair(s), and LIUNA representative shall include:
- * The position classification title;
 - * The position classification description, upon completion;
 - * The number of positions, and
 - * The time frame within which the Union Chair(s) is to respond to the proposed change. The time frame will be at least ten (10) working days from receipt of notice, unless otherwise noted. The Union Chair(s) will, upon request, have an additional ten (10) working days to review and comment upon any new classification.
- C. The Union Chair(s) may comment as appropriate on the proposed change within the comment period. If the Union Chair(s) does not comment within the comment period, the City shall assume that the Union(s) acquiesces to the new classification.

37.3 Changing Existing Job Description or Reclassification of Employees

When an existing job description is to be changed or modified or an employee is reclassified by City action, the following procedures shall apply:

- A. The Chair(s), Vice Chair(s), and LIUNA representative of the affected Union(s) shall receive written notice of the proposed changes at least ten (10) working days, prior to being on the Council agenda or ten (10) working days from receipt prior to implementing the modification if action is not required by the Council. Delivery of said writing shall be made with the U.S. Post Office via certified mail using the employee's home address, with an additional copy of said writing being placed in the respective union mailbox in the City Clerk's office.
- B. The notification to the Union Chair(s), Vice Chair(s), and LIUNA representative shall include:
- * The position classification title;
 - * The changes to the job description and/or job responsibilities;
 - * The number of positions and incumbent employees affected,

and

- * The time frame within which the Union Chair(s) is to respond to the proposed change. The time frame will be at least ten (10) working days from receipt, unless otherwise noted. The Union Chair(s) will, upon request, have an additional ten (10) working days to review and comment upon any proposed change.

- C. The Union Chair(s) may comment as appropriate on the proposed change within the comment period. If the Union Chair(s) does not comment within the comment period, the City shall assume that the Union(s) acquiesces to the proposed changes.

37.4 In the event that the bargaining unit does not concur with the new classification and/or changes to an existing classification then this matter shall be addressed in a City/Union meeting where applicable or a Meet and Confer Meeting where applicable for the sole purpose of addressing these concerns. The Meet and Confer process shall be used to resolve any outstanding concerns that fall under the ground rules of Meet and Confer.

The City, after considering the comments of the affected Union(s) regarding non Meet and Confer issues only, may either proceed with the proposed modification, modify the proposed change, or make no change in the status quo. The decision of the City shall be final.

SECTION 38 PERIODIC MEETINGS

The City agrees to meet on a periodic basis at Union's request to discuss items of common concern. Such meetings shall not include any meet and confer items or in any way open this Memorandum of Understanding.

SECTION 39 BENEFITS COMMITTEE

The Employee Benefits Committee is an educational committee which meets for the purposes of communicating information and facilitating the ability of employee unions to brief their membership regarding the City's benefit plans. Two Union representatives shall be appointed to serve on the Employee Benefits Committee.

Meetings of the Employer Benefits Committee will be held upon the joint concurrence of the City and the Union.

SECTION 40 PERSONNEL RULES AND REGULATIONS

Personnel Rules and Regulations in effect at the time of ratification of this agreement shall prevail unless superseded specifically by this Memorandum of Understanding or

by mutual agreement between the City and the Union. This section does not subject those Personnel Rules and Regulations which would otherwise be excluded from the meet and confer process to any need to meet and confer.

SECTION 41 FLEXIBLE SCHEDULING

The City and the Union recognize that the concept of flexible schedules in certain circumstances may benefit and enhance the delivery of City services and operations while affording employees alternative work schedules. Based on this recognition, the City and the Union agree that authority for approving flexible schedules shall be included in the Personnel Rules and Regulations. The elements of this authority will include the following:

- A. Where operationally feasible, a department head may authorize flexible schedules on an individual or group basis.
- B. When a flexible schedule is approved, the City retains the right to return to the former schedule on a temporary or permanent basis.
- C. Employees may, individually or as a group, make a request for a flexible schedule to their department head. Such a request should address such items as staffing levels, impacts on services and operational needs. The determination of the department head shall be final, provided that a denial of the request shall be accompanied by a written statement setting forth the specific reason(s) for the denial.

The Union and the City agree that this description is a basic outline of the flexible schedule authority.

SECTION 42 MEDICARE OPTION

This section is no longer relevant, but is maintained in the Agreement for historical purposes.

Subject to the provisions of governing law, current employees hired by the City prior to April 1, 1986 will be given the option to be subject to Medicare payroll deductions effective July 1, 2001, or as soon as practical thereafter. Enrollment in Medicare will be at the employee's option with the employee assuming the cost of the required employee contribution/tax and the City assuming the cost of the employer's contribution/tax.

SECTION 43 DEFERRED COMPENSATION

The City will match up to \$35.00 per pay period (\$70.00 per month) of an employee's contribution to a City authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. The employee's contribution does not need to be an increase from any existing contribution to count towards the amount the City will match.

The combined contribution between the City's and the employee's contribution to the City's Deferred Compensating Plan (s) cannot exceed the maximum permitted by law.

SECTION 44 RETIREMENT HEALTH SAVINGS PLAN

The City agrees to look for a Retiree Health Savings Plan (RHS) that provides employees the ability to "pre-fund" retiree health premiums and expenses through their own contributions. The City will keep GEM/UPEC informed as to the City's success in finding a plan that meets with Internal Revenue Service requirements. Since all employees within a bargaining unit may be required to contribute an equal amount, the City agrees to enter into discussion with GEM/UPEC before any such program will be implemented.

SECTION 45 WORKING OUT OF CLASS

In lieu of the provisions of Section 25 – 5.11 a.2 of the Monterey City Code the following will apply:

Work at a higher level, when assigned, must be performed on a continuous basis for a period in excess of three (3) consecutive work weeks in order to be eligible for additional compensation, which will be applied to the excess period of time.

SECTION 46 GROUP LEGAL SERVICES

The City will provide a Group Legal Services Plan for employees represented by GEM through an employee-paid premium. Participation in the program shall be voluntary and consistent with the provider's requirements that the potential pool of participants must include a minimum of 200 employees.

SECTION 47 ALTERNATE STAFFING – ENGINEERING CLASSIFICATIONS

The City will provide an Alternate Staffing Program for the City's professional engineering classes. This program is limited to the classifications in the Public Works Department. Eligible classifications under this section are Associate Civil Engineer, Assistant Civil Engineer, Junior Civil Engineer, Field Engineer, Associate Engineering Surveyor, and Assistant Engineering Surveyor. In the event of the creation of future professional engineer classifications or successor classifications, these new positions will be evaluated for inclusion in alternate staffing by the meet and confer process.

Definition:

Alternate Staffing: When a superior classification is approved in the Department's Position Allocation list, the direct advancement of an employee in a subordinate related classification to the superior classification without a net gain in the number of personnel assigned to the Department.

In this case, the classifications which are eligible for Alternative Staffing are Associate Civil Engineer, Assistant Civil Engineer, Junior Civil Engineer, Field Engineer, Associate Engineering Surveyor, Assistant Engineering Surveyor, future professional engineer classifications and successor classifications.

Procedure:

Subject to the advance approval of the City Manager, or his/her designee, the Public Works Director may appoint an employee from a subordinate professional engineering classification to a superior professional engineering classification as defined above provided the following conditions are met:

1. The superior classification is authorized in the Department's budget and position allocation list.
2. After the employee is appointed to the superior classification there is not a net gain in the number of personnel assigned to the Department.
3. The employee must have completed his/her original probation as defined in Monterey City Code section 25-10.0.a.1.
4. The preponderance of the employee's current duties must be those of the superior classification and constitute a continuing and ongoing level of responsibilities
5. The employee must meet the minimum qualifications of the superior classification and any requirements of applicable State and/or Federal law. Such determination shall be the responsibility of the Department Head and the Human Resources Director.
6. The employee's performance must be evaluated against written performance standards developed by the Department Head and Human Resources Department prior to advancement to the higher class. These standards must specify the duties to be performed, the quality of the performance and level of productivity.
7. There is a demonstrated need acknowledged by the City Manager or his/her designee, that the higher level skills of the superior classification are necessary to the City.
8. Subject to City Manager approval or that of his/her designee, employees may be hired into an engineering position at any level at or below the Council authorized classification depending upon experience of the candidate, the best interest of the City in competing with the labor market and the type of work to be performed.
9. Some positions within the professional engineering classification may remain at a lower level than authorized. This may occur as a result:
 - 9.1. of the inability of the employee to learn and perform the higher level duties or the needs of the City.
 - 9.2. the City's Engineering workload, which may not require the skills of the more advanced levels.

Employees advanced under this section shall serve a probationary period as defined in

Monterey City Code section 25-10.02 herein. The City retains its options for corrective action, including, but not limited to training, reassignment or other actions as authorized under the City's Personnel Rules and Regulations.

Criteria for Progression:

The progression of an employee through the various Professional Engineering Classifications identified under "definition" will be in accordance with the standards established by the Public Works Director in conjunction with the Human Resources Director. These are as follows:

1. Obtaining registration from the State of California as a Profession Engineer is required before an Assistant Engineer may be considered for advancement to an Associate Engineer.
2. Obtaining certification from the State of California as an Engineer in Training (EIT) is required before a Junior Engineer may be considered for advancement to Assistant Engineer.
3. The Public Works Director may have specific technical requirements that must be consistently met by Assistant and Junior Engineers in order to be considered for advancement. These technical requirement expectations will be clearly communicated to Assistant and Junior Engineers by the Public Works Director.
4. In addition to the above licensure, experience and educational requirements, progression to a higher level will also be predicated upon acceptable performance in the following areas: Interpersonal skills, communication skills (oral and written), integrity (honesty, forthrightness), capacity (demonstrated ability and interest in continuing to learn), and understanding (compassion, customer service ethic, teamwork). The Public Works Director will review the factors with the employee during annual evaluations and at the time the employee is otherwise eligible for progression through Alternate Staffing.

See Below for Minimum Standards for Employee Eligibility for Progression Through Engineering Classifications. These Standards must be met by an employee at the time progression through Alternate Staffing is considered under the above rules.

JUNIOR ENGINEER

Experience	None
Education	Bachelor of Science in Engineering from accredited university or equivalent
Licenses	None
Performance	Performs work which involves conventional types of plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are precedents. Assignments usually include one or more of the following: facilities design and

	development; test of materials; preparation of specifications, calculations and plans; process study; research investigations; report preparation; and other activities of limited scope requiring knowledge of principles and techniques commonly employed in the specific narrow area of assignments.
Related Skills	Interpersonal skills, ability to communicate clearly, integrity, capacity, understanding.

ASSISTANT ENGINEER

Experience	2 years qualifying, equivalent to California BORPELS standards
Education	Bachelor of Science in Engineering from accredited University or equivalent.
Licenses	Engineer in Training (CA)
Performance	Plans, schedules, conducts or coordinates detailed phases of the engineering work in a part of a major project or in a total project of moderate scope. Performs work which involves conventional engineering practice but may include a variety of complex features such as conflicting design requirements, unsuitability of conventional materials, and difficult coordination requirements. Work requires a broad knowledge of precedents in the civil specialty area and a good knowledge of and practices of related specialties, especially electrical and mechanical engineering.
Related Skills	Interpersonal skills, ability to communicate clearly, integrity, capacity, understanding.

ASSOCIATE ENGINEER

Experience	4 years qualifying, equivalent to California BORPELS standards.
Education	Bachelor of Science in Engineering from accredited University or equivalent
Licenses	Professional Engineer (CA), prefer Land surveyor in addition.
Performance	One or more of the following: 1) In a lead capacity, plans, develops, coordinates, and directs a large and important engineering project or a number of small projects with many complex features. 2) As individual researcher or worker, carries out complex of novel assignments requiring the development of new or improved techniques and procedures. Work is expected to result in the development of new or refined designs/practices. 3) As staff specialist, develops and evaluates plans and criteria for a variety of projects and activities to be carried out by others. Assesses the feasibility and soundness of proposed engineering evaluation designs , products, or equipment when necessary data are insufficient or confirmation by testing is advisable. 4) Reviews designs prepared by others for acceptable practice and conformance to City standards and policies. Work requires strong understanding of civil specialty and working knowledge of electrical and mechanical engineering.

Related Skills	Interpersonal skills, ability to communicate clearly, integrity, capacity, understanding.
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SECTION 48 CITY CEMETERY SERVICES

The survivors of an active employee who passes away (either while active or within 30 days of separation from the City) shall have access to the resident rates at Cemeterio El Encinal for cemetery services for the purpose of interring the employee, provided that the employee has had at least 10 years of continuous service with the City in either a full-time or combined full-time/regular part-time capacity.

SECTION 49 ALTERNATE DISPUTE RESOLUTION PROCEDURE

The City and GEM agree to an alternate dispute resolution procedure (grievance and discipline appeals) where GEM may opt for non-binding advisory fact-finding at the appeal step between Department Head and City Manager. The cost of the fact-finder to be paid by GEM. The City Manager will have discretion to implement any or no part of the fact-finder's recommendation.

SECTION 50 USE OF VOLUNTEERS

The City of Monterey actively supports volunteerism in City departments and in the community. Volunteers make a positive impact on local government, assist in accomplishing tasks and help support new programs. They provide community outreach and augment the level and type of quality services provided by the City of Monterey.

When volunteer assignments are created, volunteers shall be used in a manner which assists unit employees and does not displace nor replace unit employees.

SECTION 51 PROVISIONS OF LAW

This agreement is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this agreement is in conflict or inconsistent with such applicable laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulation and the remainder of this agreement shall not be affected thereby.

SECTION 52 FULL UNDERSTANDING, MODIFICATION AND WAIVER

This agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters contained herein are hereby superseded or terminated in their entirety. No other understandings or agreements are encompassed in this agreement. Existing benefits, rights and

privileges, within the scope of representation, not changed herein shall remain in full force. It is not the intent of this section to bar, during the term of this agreement, meeting and conferring between the City and the Union on new issues that arise within the scope of representation. Nor is it the intent of this section to abridge any rights outlined in City Code Sections 25-16.03 through 25-16.05. (Attachment G).

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily without qualification waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by both parties.

Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. Emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, including conditions resulting from war or imminent threat of war. However, the City shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.

The waiver of any breach, term or condition of this Memorandum of Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

The parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted below.

For the City

For GEM

Fred Meurer Date
City Manager

Phyllis Kimber Date
GEM Chair

Michele Maloney Date
Benefits Manager

Steve Allen Date
Chief Negotiator
UPEC, Local 792

Debbie Jones	Date
Employee Relations Manager	

Ellis Miller	Date
Labor Representative	
UPEC, Local 792	

Chris Darker	Date
Business Manager	
UPEC, Local 792	

GEM Negotiating Team Members:

Nate Cota	Date
Recreation Coordinator	

Randy Malispina	Date
Sr. Parking Controls Technician	

Don Piper	Date
Electrician	

Laura Pratt	Date
Executive Assistant I	

Attachment (Links)

- Attachment A: [Continuing Education Incentive Plan](#)
- Attachment B: [Drug and Alcohol Policy](#)
- Attachment C: [Substance Abuse Policy](#)
- Attachment D-1: [Fitness Program Policy](#)
- Attachment D-2: [Things City Employees Should Know about the Fitness Program](#)
- Attachment E: [Fitness Activity Plan & Fitness Activity Log](#)
- Attachment F: [Bicycle Commuter Program & Record of Participation & Claim Form](#)
- Attachment G: [City Code \(Section 25-16.03 through 25-16.05\)](#)

ATTACHMENT A

CITY OF MONTEREY CONTINUING EDUCATION INCENTIVE PLAN

Coverage

Employees represented by GEM are eligible to participate in the Continuing Education Incentive Plan (CEIP). Employees hired by the City prior to July 1, 1990, will continue to be eligible to participate in the Educational Incentive Plan as outlined in Monterey City Code Section 25 – 11.07. Employees currently in the “Grandfathered” EIP would be afforded a one-time opportunity to opt to move into the CEIP. This one-time option to move into the CEIP may be exercised at any future date. After moving from the EIP to the CEIP an employee cannot return to the former plan. No employee may participate in both programs at the same time.

Employees shall not be eligible to participate in the CEIP until they have satisfactorily completed their initial probationary period.

Compensation

Covered employees who comply with the eligibility provisions of this Plan shall, upon application and approval, receive compensation equal to:

5% of their base monthly salary upon receipt of certification indicating attainment of a qualifying Bachelor of Arts or Bachelor of Science degree.

7.5% of their base monthly salary upon receipt of certification indicating attainment of a qualifying Master of Arts or Master of Science degree.

The total maximum salary increment attainable under the Plan shall be 7.5%.

In order to receive continuing compensation due under this Section employees shall fulfill a continuing education requirement in accordance with the provisions provided herein.

Qualifying College Degree

A qualifying college degree must be based upon college level course work and must be attained at an accredited college or university in accordance with the definitions provided herein. Qualifying college-level units or a qualifying degree earned prior to employment with the City shall be counted toward the fulfillment of the above degree requirements provided the other requirements of this Section are satisfied.

After being hired by the City, course work undertaken in pursuit of a degree must be taken during the employee's off-duty hours.

Application and Processing

Upon application to participate in the CEIP, all employees, including those opting to move from the EIP to the CEIP, shall submit proof of degree attainment supported by copies of diplomas, transcripts and other verifying documents to the employee's Division Manager. The application submission shall be on the attached City of Monterey CEIP form. The Division Manager will make a recommendation to the employee's Department Head regarding the approval or disapproval of eligibility for additional compensation. If approved, the Division Manager shall forward the necessary documentation and recommendations to the Finance Department. In the event that the Department Head does not approve an application submitted by an employee, the employee may appeal the decision to the City Manager, or to the City Manager's designee, who shall have final authority over the matter. The Department Head shall be responsible for insuring full compliance with the provisions of this Plan and for ensuring the processing of all transactions in the manner described herein.

Additional compensation due under this Section shall commence the first pay period following submission of the above documentation, provided said documentation is submitted by the employee to the Division Manager/Department Head before the commencement of the pay period in which the CEIP pay is requested. It shall be the responsibility of the Department Head to submit the request, if approved, consistent with the procedures of the Finance Department to ensure payment for the pay period following submission of the employee's request. Management positions and positions requiring a Baccalaureate degree or higher are specifically excluded from this program

Additional compensation due under this Section shall cease as of the effective date of appointment to a position not covered by the Plan or upon failure to meet the continuing education requirement of this Section.

Continuing Education Requirement

Employees, upon becoming a participant in the CEIP, must perpetually meet a continuing education requirement to continue to receive the additional compensation due under this Section.

Effective the date an employee begins receiving the additional compensation under this Section, he/she will have three (3) years to satisfactorily complete qualifying "job related" course work that meets the requisite criterion (see "job related" definition).

The requisite criteria shall be course work equal to three (3) semester units of college level "job related" course work. Typically, three semester units or 4.5 quarter units are equal to and awarded for satisfactory completion of one (1) college level course. The requirement may be met in this manner or through the satisfactory completion of a course or courses of instruction/training which does not lead to the attainment of college units, but which are clearly "job related." The equivalency of such "instructional hours" to one college semester unit shall be a minimum of 18 hours. Semester units or their equivalent may be accumulated to total three. The requisite three semester unit equivalent may be made up

of any combination of college level units and/or other course work that meets the specified criteria.

Continuing education course work undertaken by the employee in connection with the Plan must have the prior written approval of the employee's Department Head. In the event that the Department Head does not approve a course submitted by an employee for consideration, the employee may appeal the decision to the City Manager, or the City Manager's designee, who shall have final authority over the matter.

All continuing education course work must be taken during the employee's off-duty hours.

If at the end of the three year period the employee has not yet fulfilled the continuing education requirement, then the additional compensation under this Section will cease until such time that the requirement is fully met.

Employees shall submit proof of completion of all applicable course work in the same manner as described previously in the "Application and Processing" Section.

The continuing education requirement is recurring and must be fulfilled every three years from the commencement or renewal/restoration of compensation under this Section.

Units, or their equivalent may not be carried over to the next three year phase of the Plan. Upon renewal/restoration of compensation under this Section, employees must again meet the three (3) semester unit or equivalent continuing education requirement.

Definitions

"Base monthly salary" shall mean the monthly salary as set forth for the range and step of the eligible person in the City's salary schedule and shall specifically exclude any form of premium pay, other direct compensation and supplemental benefit.

"College Level" shall mean any post-high school educational institution (i.e., community college, college or university) accredited by the California State Department of Education, the Western Association of Schools and Colleges, or equivalent organizations in other states or countries or as approved by the City Manager, or the City Manager's designee.

"Job Related" shall mean instruction/training related to technical or specialized aspects of the employee's position, as well as instruction meeting general educational degree requirements which are reasonably job-related. Instruction/training may also be included if it can be reasonably demonstrated that it clearly will increase the employee's job-related skills and knowledge and/or will prepare the employee for promotional consideration for an existing City classification that is in the same career ladder as the employee's current classification or is determined by the employee's Department Head to provide a knowledge, skill or ability valuable to the City. Job related instruction/training may take place during educational or training classes/courses, seminars or conferences.

"Unit" shall mean a unit as established by the educational institution in question. For the purposes of administering this Plan, one quarter unit shall equal 2/3 of one semester unit.

“Instructional hours” shall mean instruction or training conducted in a classroom or other appropriate site, in increments of two hours or more, taught by a qualified instructor. Instructional hours applies to other than college level courses.

July 1, 2000

CITY OF MONTEREY DRUG AND ALCOHOL POLICY PURSUANT TO THE DEPARTMENT OF TRANSPORTATION REGULATIONS

Effective January 1, 1996, the City of Monterey must comply with the United States Department of Transportation (DOT) regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991. Specifically, the City must comply with the regulations of the Federal Highway Administration (FHWA). Adoption of a policy sets forth the rights and obligations under the regulations. This employee sets forth the rights and obligations of covered employees. If you are an employee covered by these new requirements you should familiarize yourself with the provisions of this policy **BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF EMPLOYMENT.**

If you are an employee covered by this policy, you should be aware that you are still required to comply with the provisions of the City's drug and alcohol policy as set forth in the Personnel Rules and Regulations effective February 1, 1996. The obligations and requirements set forth below are in addition to existing obligations and requirements set forth in the above policy.

A. EMPLOYEE QUESTIONS:

Employees shall refer to any questions regarding his/her rights and obligations under this policy to your supervisor or the Director of Personnel.

B. COVERED EMPLOYEES:

Employees in the following job classifications are "covered employees" and thus, are subject to all of the provisions of this policy:

1. Forestry Leadworker
2. Tree Maintenance Worker
3. Tree Trimmer
4. Senior Street Maintenance Worker
5. Street Maintenance Leadworker
6. Any employee who as a condition of their employment may be required to operate a vehicle which comes under the definition below and regulations of the Department of Transportation.

An employee may be given a written exemption from this Policy signed by the Personnel Director, if, although the employee's classification is listed above, the employee does not fall within the definition of "covered employee" listed below.

Individuals Who Operate The Following Commercial Motor Vehicles Are Covered

Employees:

1. A vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds;
2. A vehicle with a gross vehicle weight of at least 26,001 pounds;
3. A vehicle designed to transport 10 or more passengers, including the driver; or
4. A vehicle used to transport those hazardous materials found in the Hazardous Materials Transportation Act.

C. WHAT ARE SAFETY-SENSATIVE FUNCTIONS?

Covered employees may not be under the influence or in possession of controlled substances or alcohol during work hours. Further, certain conduct is prohibited (See Section D below) while performing and prior to performing safety-sensitive functions. The following are safety-sensitive functions:

1. All on-duty time at a terminal, facility, or other property, waiting to be dispatched, unless the driver has been from duty by an employer.
2. All time inspecting equipment as required by the Federal Motor Carriers Safety Regulations (FMCSRs), or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
3. All time spent at the driving controls of a commercial motor vehicle.
4. All on duty time, other than driving time, spent on or in a commercial motor vehicle.
5. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

D. PROHIBITIONS:

The following conduct is prohibited and may result in discipline, up to and including termination:

1. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while under the influence of alcohol defined as an alcohol concentration level of .02 or more.
2. Being on duty or operating a vehicle described above, while possessing alcohol or after having consumed alcohol within the past (4) hours.
3. Using alcohol while performing safety-sensitive function.
4. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the employee is using or possessing any drugs or controlled substances while performing safety sensitive functions, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely effect the employee's ability to safely operate a vehicle.
5. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions if the employee tests positive for controlled substances.
6. Refusing to submit any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested positive on an alcohol or controlled substances test.

A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

- a. A refusal to provide a urine sample for a drug test;
- b. An inability to provide a urine sample without a valid medical explanation;
- c. A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
- d. An inability to provide breath or to provide an adequate amount of breath without valid medical explanation;
- e. Tampering with or attempting to adulterate the urine specimen or collection procedure;
- f. Not reporting to the collection site in the allotted by the supervisor or manager who directs the employee to be tested.

- g. Leaving the scene of an accident without valid reason as to why authorization from the supervisor or manager who shall make a determination whether to send the employee for a post-accident drug and/or alcohol test was not obtained.
- 7. Consuming alcohol during the eight hours immediately following an accident unless the employee has been tested or driver involvement has been discounted.

In addition to the above prohibitions, employees are reminded of their obligations under the Federal Drug Free Workplace Act of 1988.

E. CONSEQUENCES FOR EMPLOYEES FOUND TO HAVE ALCOHOL CONCENTRATION LEVELS OF AT LEAST 0.02 BUT LESS THAN 0.04:

An employee whose alcohol test indicates an alcohol concentration level of at least 0.02 but less than 0.04 will be removed from his or her safety-sensitive vehicle operators positions for at least 24 hours until appropriate personnel action is determined pursuant to City Code Sections 25-3.04 (Alcohol and Controlled Substance Abuse) and/or Section 25-14.01 to 25-14.11 (Discipline Procedures).

F. CIRCUMSTANCES UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES:

1. Pre-Employment Testing:

All applicants for classifications which are covered by the DOT regulations (See "covered employees" above) as well as all employees who transfer from classifications which are covered will be required to submit to pre-employment/ pre-duty drug testing. Applicants will not be assigned to a safety sensitive position if they do not pass the test.

2. Post-Accident Testing:

Post-accident drug and alcohol testing will be conducted on employees following an accident. Post-accident alcohol tests shall, if possible, be administered within two hours following an accident and no test may be administered after eight hours. A post-accident drug test shall be conducted within 32 hours following the accident.

An *accident* occurs when as a result of an occurrence involving the vehicle an individual dies or when a State or local law enforcement authority issues a citation to the covered employee driver for a moving violations arising from the accident.

Note: If no citation is issued, each surviving driver who was performing safety-functions with respect to the vehicle, will be tested if the accident involved the loss of human life or vehicle or person suffers "disabling damage."

3. **Random Testing:**

Covered employees will be subject to random alcohol and drug testing as follows:

A random alcohol test will be administered just prior to the employee performing a safety-sensitive function (e.g., driving), while the employee is performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function. The City will subject at least 25% of the total number of covered employees to random alcohol testing per year.

A random drug test will be administered to a least 50% of the total number of covered employees per year. Some employees may not be tested more than once in a year, while others are not tested at all depending on random selection.

On the date an employee is selected for the random drug testing, his/her supervisor will ensure his/her duties are covered, The employee will receive a written notice in the morning indicating the time he/she is to report to the lab for testing.

4. **Reasonable Suspicion Testing:**

Covered employees will be subject are also required to submit to an alcohol or drug test when a trained supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances while on duty. The observation must be based on short-term indicators, such as but not limited to, blurry eyes, slurring, or alcohol breath. The supervisor may not rely on long-term signs, such as absenteeism or tardiness, to support the need for a reasonable suspicion test. Documentation of the grounds for reasonable suspicion to require a controlled substance and-or alcohol test must be made and signed by the supervisor within 24 hours of the observation, or before the test results are released, whichever is later.

The reasonable suspicion alcohol test will be administered within two hours of the observation. If not, the employer must provide written documentation as to why the test was not promptly conducted. No test may be administered after eight hours following observation.

To ensure that supervisors alcohol are trained to make reasonable suspicion determinations, supervisors vested with the authority to demand a reasonable suspicion drug and alcohol test will attend at least one hour of training on alcohol misuse and at least one hour training on controlled substances abuse. The training will cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. Covered employees will be invited to attend these training sessions.

5. Return to Duty/ Follow-up Testing:

A covered employee who has violated any of the prohibitions of this policy (See Section D) must submit to a return of duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of less than 0.02 or a verified negative result on a controlled substances test. In highest during the first year of recovery, the employee will be testing obligation. The employee will be subject to at least six unannounced drug/ alcohol tests during the first year back to the safety-sensitive position following the violation.

G. PROCEDURE TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL:

1. Alcohol Testing:

Alcohol testing will be conducted by using an Evidential Breath Testing device (EBT) approved by the National Highway Traffic Safety Administration. Non-EBT devices may be used initial screening tests.

A screening test will be conducted first. If the result is an alcohol concentration of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted.

The procedure that will be utilized by the lab for collection and testing of the specimen are attached to this policy, Attachment 1.

2. Drug Testing:

Drug testing will be conducted pursuant to the procedures attached to this policy, Attachment 1.

- a. The urine specimen will be split into two bottles labeled as "primary" and "split" specimen. Both bottles will be sent to the lab;
- b. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has 72 hours to request that the split specimen be analyzed by a different certified lab;
- c. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine;
- d. If the test is positive for one or more of the drugs, a confirmation test will be performed using gas chromatography/ mass spectrometry analysis;
- e. All drug test results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City;
- f. With all positive drug tests, the physician, a.k.a. Medical Review Officer (MRO), will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was legitimate medical use for the prohibited drug, the test result shall be reported to the City for appropriate findings and actions, if any.

H. REFUSAL TO SUBMIT TO AN ALCOHOL AND/OR DRUG TEST:

A covered employee who refuses to submit to any required drug/ alcohol testing shall be conclusively presumed to have a 0.04 or greater on an alcohol test or tested positively on a controlled substances test.

I. CONSEQUENCES OF FAILING AN ALCOHOL AND/ OR DRUG TEST:

A positive result from a drug test or an alcohol test of 0.02 blood alcohol content (BAC) or higher may result in disciplinary action, up to and including termination.

If a covered employee is not terminated, the employee:

1. Must be removed from performing any safety-sensitive function (an employee shall also be removed from performing any safety-sensitive functions while a determination on termination based on this policy is being resolved);
2. Must submit to an examination by a substance abuse professional. Upon a determination by the substance abuse professional, the employee may be required to undergo treatment for his/her alcohol or drug abuse. The City is not required to pay for this treatment;
3. May not be returned to his/her former safety-sensitive position until the employee submits to a return-to-duty controlled substance and/ or alcohol test (depending on which test the employee failed) which indicates a negative result;
4. Will be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position. (See Section F(5) above).

J. INFORMATION CONCERNING THE EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCES AND AVAILABLE METHODS OF INTERVENTION:

Attached to this policy are Fact Sheets, addressing the effects of alcohol and the various controlled substances including those which are tested for under this policy.

You should also be aware that the City has established an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse. (Psych Systems provides these services on a confidential basis for the City and can be reached by calling 1-800-998-8448).

PROCEDURE FOR COLLECTING AND PROCESSING SAMPLES PURSUANT TO THE DRUG POLICY

The following describes the procedure for collecting the necessary urine samples pursuant to the City's drug testing policy applicable to employees and is intended to be consistent with SAMHSA procedures and standards, where applicable. The physician or laboratory office shall follow the following procedure in collecting a sample and assure a chain is maintained.

1. The City employee is to remove any outer garments (i.e. coat and/or concealing garment) in a private room under supervision and advice of a medical employee.
2. A medical employee will furnish the City employee a restroom where the employee will provide a urine sample (the medical employee does not need to visually observe the urination process).
3. Blue colored water is to be added to the toilet bowl and/ or tank to prevent alteration of the urine sample, and the temperature of the sample that the City employee has provided will be checked by the medical employee. If the urine sample is altered or cold, the applicant will be required to provide another sample.
4. The container of the sample will be closed and sealed with evidence tape and both the medical employee and the City employee will sign a chain of custody slip that is placed in the laboratory envelope along with the sample.
5. The sample will be shipped to the laboratory or if the sample is taken in the laboratory, custody will be assumed by the proper laboratory employee for testing. The laboratory will be one certified by SAMHSA.
6. Upon receiving the sample, the laboratory employee will examine the sealed sample for signs of tampering and assign a serial number to the sample to avoid identifying the City employee by name. The laboratory will also maintain a positive chain of custody at all times.
7. The laboratory will test the urine sample for the substances listed in Section G(2)C of this policy and a breathalyzer test will be conducted if the use of alcohol is suspected. In addition, the sample may be tested for the presence of other illegal drugs or controlled substances that may arise subsequent to the finalization of this policy.
8. Any sample that tests positive on the initial test shall be tested a second time to confirm the results. If the employee requests, he or she will be provided a retest of the breathalyzer approximately 15 minutes after the prior test.

9. Any sample that has tested positive will be retained by the laboratory for a 12 month period to permit retesting in connection with any administrative action the employee may file.
10. The results of the laboratory test shall be reviewed and interpreted by a Medical Review Officer (MRO). The Medical Review Officer shall be certified by the Medical Review Officer Certification Council. The City employee, if tested positive, shall promptly complete a form listing all medications and drugs that he or she is currently taking for review by the Medical Review Officer or verbally provide such information, if requested by the Medical Review Officer. At the request of the Medical Review Officer, the employee will provide evidence of prescriptions for medications.
11. The determination of the Medical Review Officer on whether or not the test has revealed the presence of drugs for which the employee has no legitimate medical explanation shall be reported to the employee's Department Head or in the absence of the employee's Department Head, the City Manager, Assistant City Manager, Personnel Director and/or the City Attorney.

DRUG FACT SHEET

Cannabis (Marijuana)

Effects

All forms of cannabis have negative physical and mental effects. Several regularly observed physical effects of cannabis are an increase in heart rate, bloodshot eyes, dry mouth and throat, and hunger.

Use of cannabis may impair or reduce short-term memory and comprehension, alter sense of time, and reduce ability to perform tasks requiring concentration and coordination, such as driving a car. Research shows that knowledge retention may be lower when information is given while the person is "high." Motivation and cognition are altered, making the acquisition of new information difficult. Marijuana can also produce paranoia and psychosis.

Because users often inhale unfiltered smoke deeply and then hold it in their lungs as long as possible, marijuana is damaging to the lungs and respiratory system. The tar in marijuana smoke is highly irritating and carcinogenic. Long-term users may develop psychological dependence and tolerance.

Type	What is it called?	What does it look like?	How is it used?
Marijuana	Pot Grass Weed Reefer Dope Mary Jane Acapulco Gold	Dried parsley mixed with stems that may include seeds	Eaten Smoked
Tetrahydro-Cannabinol	THC	Soft gelatin capsules	Taken orally Smoked
Hashish	Hash	Brown or black cakes Or balls	Eaten Smoked
Hashish Oil	Hash Oil	Concentrated syrupy liquid Varying in color from clear To black	Smoked- mixed with tobacco

Cocaine

Effects

Cocaine stimulates the central nervous system. Its immediate effects include dilated pupils, elevated blood pressure, increased heart rate, and elevated body temperature. Occasional use can cause a stuffy or runny nose. Chronic use can cause ulceration of the mucous membrane in the nose. Injecting cocaine with unsterile equipment can transmit AIDS, hepatitis, and other infections. Preparation of freebase, which involves the use of highly volatile solvents, can result in fire or explosion. Cocaine can produce psychological dependency, a feeling that the user cannot function without the drug.

Crack or freebase rock, a concentrated form of cocaine, is extremely potent. Its effects are felt within ten seconds of administration. Physical effects include dilated pupils, increased pulse rate, elevated blood pressure, insomnia, loss of appetite, tactile hallucinations, paranoia, and seizures.

Cocaine use may lead to death through disruption of the brain's control of heart and respiration.

Type	What is it called?	What does it look like?	How is it used?
Cocaine	Coke Snow Flake White Nose Candy Big C Snow Bird Lady	White crystalline powder often diluted with other ingredients	Inhaled through the nose Injected Smoked
Crack or Cocaine	Crack Freebase Rocks Rock	Light brown or beige pellets or crystalline rocks that resemble coagulated soap, often packaged in small vials	Smoked

Hallucinogens

Effects

Phencyclidine (PCP) produces behavioral alterations that are multiple and dramatic. Because the drug blocks pain receptors, violent PCP episodes may result in self-inflicted injuries. The effects of PCP vary, but users generally report a sense of distance and space estrangement. Time and body movement are slowed. Muscular coordination worsens and senses are dulled. Speech is blocked and incoherent.

Chronic users of PCP report persistent memory problems and speech difficulties. Mood disorders- depression, anxiety, and violent behavior- also occur. In later stages, chronic users often exhibit paranoid and violent behavior and experience hallucinations. Large doses of PCP may produce convulsions, coma, heart and lung failure, or ruptures vessels in the brain.

Lysergic acid (LSD), mescaline, and psilocybin cause illusions and hallucinations. The physical effects may include dizziness, weakness, tremor, nausea, and drowsiness.

Sensations and feelings may change rapidly. It is common to have a bad psychological reaction to LSD, mescaline, and psilocybin. The user may experience panic, confusion, suspicion, anxiety, and loss of control. Delayed effects, or flashbacks, can occur even after the use has ceased.

Type	What is it called?	What does it look like?	How is it used?
Phencyc- Lidine	PCP Angel Dust Loveboat Lovely Hog Weed	Liquid Capsules White crystalline powder Pills	Taken orally Injected Smoked- sprayed on cigarettes, parsley, or marijuana
Lysergic Acid diethy- Lamide	LSD Acid Green/ Red Dragon White Lightening Blue Heaven Sugar cubes Microdot	Brightly colored tablets Impregnated blotter paper Thin square of gelatin Clear liquid	Taken orally Licked off paper Eaten Gelatin & Liquid can be out in eyes
Mescaline & Peyote	Mesc Buttons Cactus	Hard brown discs Tablets Capsules	Chewed, swallowed Smoked
Psilocybin	Magic Mushrooms	Fresh or dried mushrooms	Taken orally

Narcotics

Effects

Narcotics initially produce a feeling of euphoria followed by drowsiness, nausea, and vomiting. Users may experience constricted pupils, watery eyes, and itching. An overdose may produce slow and shallow breathing, clammy skin, convulsions, coma, and death.

Tolerance to narcotics develops rapidly and dependence is likely. The use of unsterilized syringes may result in transmission of diseases such as AIDS, endocarditis, and hepatitis. Addition in pregnant women can lead to premature, stillborn, or addicted infants.

Type	What is it called?	What does it look like?	How is it used?
Heroin	Smack	Powder, white dark brown	Injected
	Horse	Tar-like substance	Inhaled through the nose
	Brown Sugar		Smoked
	Junk		
	Mud		
	Big H		
Methadone	Dolophine	Solution	Taken orally
	Methadose		Injected
	Amidone		
Codeine	Empirin w/codeine	Tablets	Taken orally
	Codeine cough syrup	Capsules	Injected
	Tylenol w/codeine	Dark liquid vary in thickness	
	Codeine in cough		
Morphine	Pectoral syrup	White crystals	Injected
		Hypodermic tablets	Taken orally
		Solutions	Smoked
Meperidine	Pethidine	White powder	Taken orally
	Demerol	Solution	Injected
	Mepergan	Tablets	
Opium	Paregoric	Dark brown chunks	Smoked
	Dover's Powder	Powder	Taken orally
Other Narcotics	Percocet	Tablets	Taken orally
	Pecodan	Capsules	Injected
	Tussionex	Liquid	
	Fentanyl		
	Darvon		
	Talwin/ Lomotil		

Depressants

Effects

The effects of depressants are similar to those of alcohol in many ways. Small amounts can produce calmness and relaxed muscles, but larger doses can cause slurred speech, staggering gait, and altered perception. Very large doses can cause respiratory depression, coma, and death. The combination of depressants and alcohol can increase the effects of the drugs, thereby multiplying the risks.

The use of depressants can cause both physical and psychological dependence. Regular use over time may result in tolerance to the drug, leading the user to increase the quantity consumed. When regular users stop taking depressant drugs, they may develop withdrawal symptoms ranging from restlessness, insomnia and anxiety to convulsions and death.

Babies born to mothers who abuse depressants during pregnancy may be physically dependent on the drugs and show withdrawal symptoms shortly after they are born. Birth defects and behavioral problems have been associated with these children.

Type	What is it called?	What does it look like?	How is it used?
Barbiturates	Downers	Capsules of many colors:	Taken orally
	Barbs	red, blue, yellow or	
	Blue/Red Devils	red and blue	
	Yellow Jackets		
	Yellows		
	Nembutal		
	Seconal		
	Amytal		
	Tuinal		
Methaqualone	Quaaludes	Tablets	Taken orally
	Ludes		
	Sopors		
Tranquilizer	Valium	Capsules	Taken orally
	Librium	Tablets	
	Equanil		
	Miltown		
	Serax		
	Tranxene		

Designer Drugs

Effects

Illegal drugs in terms of their chemical formulas. To circumvent these legal restrictions, underground chemists modify the molecular structure of certain illegal drugs to produce analogues known as designer drugs. These drugs can be hundreds of times stronger than that they are designed to imitate.

The narcotic analogues can cause symptoms such as those seen in Parkinson's disease—uncontrollable tremors, drooling, impaired speech, paralysis, and irreversible brain damage. Analogues of amphetamines and methamphetamines cause nausea, blurred vision, chills or perspiration, and faintness. Psychological effects include anxiety, depression, and paranoia. As little as one dose can cause brain damage. The analogues of phencyclidine cause illusions, and impaired perception.

Type	What is it called?	What does it look like?	How is it used?
Analogues of Fentanyl (Narcotic)	Synthetic heroin	White powder resembling heroin	Inhaled through nose
	Chine White		Injected
Analogues of Meperidine (Narcotic)	Synthetic heroin	White powder	Inhaled through nose
	MPTP(New heroin) MPPP PEPAP		Injected
Analogues of Amphetamines and Methamphetamines (Hallucinogens)	MDMA (Ecstasy, XTC, Adam, Essence)	White powder Tablets Capsules	Taken orally
	MDM		Injected
	STP		Inhaled through nose
	PMA		
	2, 5- DMA		
	TMA		
	DOM		
	DOB		
Analogues of Phencyclidine (Hallucinogens)	PCP	White powder	Taken orally
	PCE		Injected
	PCP		Smoked

Other Stimulants

Effects

Stimulants can cause increased heart and respiratory rates, elevated blood pressure, dilated pupils, and decreased appetite. In addition, users may perspire, experience headache, blurred vision, dizziness, sleeplessness, and anxiety. Extremely high dose can cause rapid irregular heartbeat, loss of coordination, and even physical collapse. An amphetamine injection creates a sudden increase in blood pressure that can result in stroke, very high fever, or heart failure.

In addition to the physical effects report feeling restless, anxious, and moody. Higher doses intensify the effects. Persons who use large amounts of amphetamines over a long period of time can develop an amphetamine psychosis that includes hallucinations, delusions, and paranoia. These symptoms usually disappear when drug use ceases.

Type	What is it called?	What does it look like?	How is it used?
Amphetamines	Speed	Capsules	Taken orally
	Uppers/Ups	Pills	Injected
	Biphphetamine	Tablets	Inhaled through nose
	Black Beauties		
	Pep Pills		
	Copilots		
	Hearts		
	Benezedrine		
Metham- phetamines	Dexadrine		
	Crank	White powder	Taken orally
	Crystal Meth	Pills	Injected
	Methedrine	Resembles a block of paraffin	Inhaled through nose
Additional Stimulants	Speed		
	Ritalin	Pills	Taken orally
	Cylert	Capsules	Injected
	Preludin	Tablets	
	Didrex		
	Pre-State		
	Voranil		
	Tenuate		
	Tepanil		
	Pondimin		
	Sandrex		
	Plegine		

Inhalants

Effects

A variety of psychoactive substances have been inhaled as gases or volatile liquids. Many popular commercial preparations such as paint thinners and cleaning fluids are mixtures of volatile substances making it difficult to be specific about their various effects. There is no single "Inhalant Syndrome."

Immediate negative effects of inhalants may include nausea, sneezing, coughing, nose bleeds, fatigue, lack of coordination, and loss of appetite. Solvents and aerosol sprays may also decrease the heart and respiratory rates and impair judgement. Amyl and butyl nitrite cause rapid pulse, headaches, and involuntary passing of urine and feces. Long term use may result in hepatitis or brain damage.

Long-term use can cause weight loss, fatigue, electrolyte imbalance, and muscle weakness. Repeated sniffing of concentrated vapors over time can lead to permanent damage of the nervous system.

Type	What is it called?	What does it look like?	How is it used?
Nitrous Oxide	Laughing Gas	Propellant for whipped cream	Vapors inhaled
	Whippets	aerosol can	
	Buzz Bomb	Small 8-gram metal cylinder	
		Sold with a balloon or pipe	
Amyl-Nitrite	Poppers	Clear yellowish liquid in	Vapors inhaled
	Snappers	ampules	
Butyl-Nitrite	Rush	Packaged in small bottles	Vapors inhaled
	Bolt		
	Locker room		
	Bullet		
	Climax		
Chlorohydro-carbons	Aerosol Sprays	Aerosol paint cans	Vapors inhaled
		Containers if cleaning fluid	
Hydrocarbons	Solvents	Cans if aerosol propellants,	Vapors inhaled
		Gasoline, glue, paint thinner	

Alcohol

Effects

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. Alcohol is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, alcohol is a substance of abuse. As a depressant, alcohol slows down physical responses and progressively impairs mental functions. The chronic consumption of alcohol (average of three servings per day of beer) (12 ounces), whisky (1 ounce), or wine (6 ounce glass) over time may result in the following hazards.

- Decreased sexual functioning
- Dependency
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects

Type	What is it called?	What does it look like?	How is it used?
Alcohol	Whisky Vodka Gin Rye Scotch Booze Beer Wine	Liquid, clear to dark brown	Ingested

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

ATTACHMENT C

CITY OF MONTEREY Substance Abuse Policy General Employees of Monterey (GEM) July 1, 2003

PURPOSE

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of general employees. It is the policy of the City of Monterey to maintain a safe, healthful and productive work environment for all employees. To that end, the City and the General Employees of Monterey (GEM) will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or tends to undermine protection and safety of youth and public confidence in the quality of the City's programs for youth. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the serious duty entrusted to the employees of the City, with knowledge that drugs and alcohol do hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the City of Monterey.

DEFINITION

Employees as used in this policy refers to any employee of the Recreation and Community Services Department of Monterey in the classifications represented by GEM/LIUNA (Laborers International Union of North America) who have custodial responsibility for individuals in recreation programs

POLICY

It is the policy of the City that employees:

- shall not report to work or be at work under the influence of any alcohol, drugs and/or controlled substances or have the odor of alcohol, drugs and/or controlled substances on their person;
- while on or off - duty or on on-call, shall not use, ingest, possess, sell or

- provide drugs and/or controlled substances unless pursuant to a medical prescription.
- shall not use, ingest, possess, sell or provide alcohol on duty, unless permission has been granted to use and ingest under the provision of City Code Section 25-3.04.d.
- shall not have their ability to work impaired as a result of the use of alcohol, drugs and/or controlled substances.
- The City, in pursuit of the objectives of this policy and at its discretion, may implement a program of random testing.

While use of medically prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor before beginning work when taking medications or drugs which the employee knows or should have known may interfere with the safe and effective performance of duties or operation of City equipment can result in discipline.

In the event there are questions regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from the employee's physician or the City physician will be required.

The City has established services through its health plan providers to assist those employees who voluntarily seek help for alcohol, drugs and controlled substance abuse problems. Employees may contact their supervisors, or the City Personnel Department for additional information.

Employees reasonably believed to be under the influence of alcohol, drugs and/or controlled substances shall be prevented from engaging in work and shall be instructed to wait until a supervisor can arrange for any appropriate testing and transport for the employee from the worksite to home or an appropriate medical facility by a competent authority.

Violations of this policy shall be grounds for discipline. Refusal to submit immediately to an alcohol, drugs and/or controlled substance analysis when directed by management will constitute insubordination which alone will form a basis for discipline and the employee shall be presumed to be under the influence for purposes of this policy.

APPLICATION

A. Personnel

1. This policy shall apply to all employees represented by GEM/LIUNA in the Recreation and Community Services Department who have custodial responsibility for individuals in recreation programs.

- B. Substances - The use, possession and/or provision of the following substances are subject to this policy:
1. Alcohol;
 2. illegal drugs and/or controlled substances; and
 3. prescription drugs and other substances which may impair an employee's ability to effectively perform the functions of the job.

EMPLOYEE RESPONSIBILITIES

An employee must:

- A. not report to work, be at work, or be on paid on-call while his/her ability to perform job duties is impaired due to alcohol, drug and/or controlled substance use;
- B. not possess or use, or have the odor of alcohol, drugs and/or controlled substance on their person during working hours, on breaks, during meal periods while on City property in an official capacity or while operating any City vehicles unless pursuant to a medical prescription, and never while impaired under any circumstances in any of the above listed circumstances in this section;
- C. not directly or through a third party sell or provide drugs and/or controlled substance to any person or to any other employee while either employee or both employees are on or off - duty, or paid on-call;
- D. not directly or through a third party sell or provide alcohol to any other employee while either employee or both employees are on duty or on-call;
- E. submit immediately to required testing for alcohol, drug and/or controlled substance abuse analysis when requested by a supervisor;
- F. notify his/her supervisor, before beginning work, when taking any alcohol, medications or drugs, prescription or non-prescription, which the employee knows or should have known may interfere with the safe and effective performance of duties or operation of City equipment; and
- G. not engage in the use, possession or provision of controlled substances, unless pursuant to a medical prescription, or of illegal drugs.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES FOR TESTING

- A. Supervisors are responsible for consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by employees under his/her direct supervision shall be subject to disciplinary action. Supervisor for this policy is defined as an employee with the title of Recreation Superintendent, Operations Manager, Sports Center Manager, or Department Director.
- B. Guidelines for Reasonable Suspicion Testing

- 1. Supervisor may require that an employee submit to a drug and/or alcohol analysis when a supervisor has reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. Prior to a supervisor requiring an employee to submit to testing under reasonable suspicion, that manager or supervisor must observe or confirm the conditions which may constitute reasonable suspicion.

For example, any of the following, but not limited to these items, alone or in combination, may constitute reasonable suspicion:

- a. Slurred speech;
 - b. Odor of alcohol on breath;
 - c. Behavior which is unusual in a manner suggestive of being under the influence of alcohol or drugs;
 - d. Possession of alcohol, drugs or drug paraphernalia;
- 2. Any supervisor may require an employee to submit to a drug, controlled substance and/or alcohol analysis. If an employee of a lower rank believes a superior officer has a problem and should be tested or referred, he or she should contact the Department Director.
 - 3. Should the superior believe and/or concur that the employee appears to be in violation of the policy, the following procedure shall immediately be applied. Additionally, the following shall apply when a supervisor requires an employee to submit to testing:
 - a. The manager or supervisor shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
 - b. Any manager or supervisor requiring an employee to submit to a

drug, controlled substance and/or alcohol analysis shall be responsible for the employee's transport to the City's designated Employee Medical Services or emergency room where a drug or substance abuse and/or alcohol test will be requested.

- c. Any manager or supervisor encountering an employee who refuses to submit to a drug, controlled substance and/or alcohol analysis upon request shall remind the employee of the requirements and consequences of this policy. Further, consistent with item 3a on page 4, the supervisor should document any relevant information to this potential violation of policy. Any employee refusing to submit to drug, substance abuse and/or alcohol testing shall not be forced to submit to such testing. The manager or supervisor should ask the employee to wait until transport can be arranged to the employee's home or a proper medical facility. Any employee refusing to submit to a drug, controlled substance and/or alcohol analysis shall be presumed to be under the influence in addition to being considered insubordinate.
- d. Managers and supervisors shall not confiscate, without consent, prescription drugs or medications from an employee who has a prescription.
- e. The employee will be informed of the requirement that he or she will undergo testing in a confidential manner, by one of the supervisory employees who made the reasonable suspicion determination.

C. Guidelines for Random Drug and Alcohol Testing

Concerning a referral under a random drug and alcohol testing program, the following procedures shall apply.

- 1. Employees performing the duties described under the "Definition" section herein will be tested on a random basis.
- 2. Any individual employee will not be subjected to more than three (3) random tests during any 12 month period, unless pursuant to conditions imposed from a disciplinary action or pursuant to reasonable suspicion testing or "self-identification" (as provided subsequently in this policy).
- 3. The methodology for urine sample collection and testing shall be consistent with the "Procedure for Collecting and Processing Urine Samples Pursuant to the Drug Policy" attached to this policy as Exhibit B.

D. Procedure for Drug and Alcohol Testing

1. Employees subjected to random or reasonable suspicion testing may be screened for the presence of alcohol, drugs and/or controlled substances.
2. Employee will provide a urine sample of 45 cc for analysis for drugs and for controlled substances. If an employee can not give a minimum urine sample of 45 cc, the employee will be given a sufficient amount of liquid and additional time to provide the sample.

Employee will submit to a breathalyzer test for alcohol. If the employee so requests, he or she will be provided a retest of the breathalyzer approximately 15 minutes after the prior test.

3. The presence of any drug and/or controlled substance will be considered a violation of this policy unless medically prescribed and the employee has informed his/her supervisor of this prescribed medication if it could impair the employee's performance, prior to the imminent administration of the testing and analysis. Further, the presence of alcohol in excess of the standard contained in this policy while the employee is on duty shall be considered a violation of this policy.
4. Should an employee's initial test prove positive, a second test shall be conducted to confirm the positive results. The exception to this testing procedure will be alcohol, where one test shall be deemed adequate unless the employee requests a retest as provided above. All individual employee samples shall be subject to chain of custody rules.

For purposes of this section the term "screen" shall be defined as including the initial drug test and, if applicable, the confirming second drug test to determine if an employee is positive for the presence of a substance(s) prohibited by this policy.

A urine sample of sufficient quantity will be given by the employee so two screens may be conducted on the sample.

E. Results of Drug and/or Alcohol Analysis

1. If the employee's test result is negative, the following shall apply:
 - a. If the test is a result of a reasonable suspicion testing, the employee shall be provided a copy of the laboratory report, if any, and paid for any time off resulting from the testing process, if it would have otherwise been time worked, and return to work if otherwise fit for duty. All records and documentation related to the specific instance giving rise to the actions under this policy shall be purged.
 - b. If the test result is a result of random testing, the employee shall be provided a copy of the laboratory report, if any.

2. If the employee's test result is positive, the following shall apply:

- a. A positive test result for either a random or reasonable suspicion test shall subject the employee to discipline. This section does not supersede any other rights due an employee for disciplinary action, such as the right to appeal disciplinary action or to representation, provided however that this section shall not be interpreted to allow an employee to delay being subjected to drug/alcohol testing.

Nothing in this policy shall prevent the City from taking separate disciplinary action on other concurrent disciplinable offenses.

An employee found in violation of this policy may be required to submit to evaluation through the Employee Assistance Plan for potential rehabilitation and, if so indicated, be required to participate in a rehabilitation program. The employee will provide the City with a general description prepared by the employee's treating Substance Abuse Professional of the proposed treatment plan. The treatment plan description must include: 1) employee's name, 2) the date treatment will begin, 3) the date that treatment is expected to end, and 4) any work or physical limitations that will be imposed on the employee during the treatment plan, based on a review of the employee's job analysis. If an employee refuses to participate, does not provide the general treatment plan description, or fails to complete a rehabilitation program, the City, at its option, may impose further discipline.

The City may require that an employee found in violation of this policy submit to more frequent testing to verify their compliance with this policy. Such testing, at the City's option, may be on a scheduled or random basis and need not be subject to the frequency limits contained in this policy.

- b. The employee shall be provided with a copy of the test results.
- c. For a positive test, the City shall receive the details of the test.
- d. An employee may use existing benefits programs for which they are enrolled and qualified, to underwrite the cost of a rehabilitation program, required by the City under this section, for any treatment which is not covered by the Employee Assistance Plan. In addition, an employee may use appropriate existing accrual leave banks with the City to maintain a pay status during rehabilitation, but not in lieu of any disciplinary suspension.

3. A list of test standards to be used for regular random testing purposes are identified with an asterisk (*) on the attached Exhibit "A". These test standards, where applicable, are consistent with SAMHSA (Substance Abuse Mental Health Services Administration) standards. For reasonable suspicion testing and for more frequent random or scheduled testing that results from an employee having previously tested positive or self identified, the entire list of substances shown in Exhibit "A", and such illegal drugs or controlled substances that may arise subsequent to the finalization of the policy, may be used for the testing. The cutoff points contained in Exhibit "A" are dependent on using a toxicology profile test procedure and are intended to establish a zero tolerance level.

CONFIDENTIALITY

Detailed laboratory/test reports, only if positive, shall appear in an employee's confidential medical file. The reports may be disclosed to the, Recreation and Community Services Director for Recreation, City Manager, City Attorney, and Personnel Director or their designees on a strictly need-to-know basis, and to the tested employee. Disclosures, without patient consent, may also occur when: (1) the information has been placed at issue in a formal dispute between the employer and employee; (2) the information is to be used in administering this program; (3) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

SELF IDENTIFICATION

In recognition that it is desirable to provide an incentive for an employee engaged in any drug, controlled substance and/or alcohol abuse to identify him/herself and receive treatment in an expeditious manner, the policy will include the following elements:

1. An employee who identifies him/herself as a substance abuser to the Recreation and Community Services Director shall be referred to the City's existing Employee Assistance Plan and medical insurance program for rehabilitation. Such self-identification must be done in writing by the employee. Utilizing existing benefits, the self-identifying employee will be given the opportunity to rehabilitate him/herself once without being subject to discipline. Any subsequent relapse will be subject to discipline. Further, if an employee is required to be off-duty in order to receive treatment, he/she will be provided his/her benefits under the Family Medical Leave Act. Such leave will be in a no-pay status unless the employee elects to utilize sick or another discretionary leave category.

The employee will provide the City with a general description prepared by the employee's treating Substance Abuse Professional of the proposed treatment plan. The treatment plan description must include: 1) employee's name, 2) the date treatment will begin, 3) the date that treatment is expected to end, and 4) any work or physical limitations that will be imposed on the employee during the treatment plan, based on a review of the employee's job analysis. If an employee refuses to participate, does not provide the general treatment plan description, or fails to complete a rehabilitation program, the City, at its option, may impose discipline.

The City may require that the employee submit to more frequent testing to verify their compliance with this policy. Such testing, at the City's option, may be on a scheduled or random basis and need not be subject to the frequency limits contained in this policy.

2. An employee, for purposes of Item 1, cannot self identify upon or after official written notification of the City's intent to imminently conduct a random substance abuse test or verbal notification of a reasonable suspicion test.
3. An employee is not eligible for the benefits described in Item 1, if they have been approved for an industrial disability retirement by the City.

TRAINING

Training will be provided to all affected employees during fiscal year 2003/2004. The purpose of this training will be to familiarize unit employees with the contents of this policy and its implementation.

EXHIBIT "A"

INITIAL SCREEN CUTOFF LEVELS

<u>Drug or Drug Metabolite</u>	<u>Cut off Points</u>	<u>(NG/ML)</u>
*Amphetamines	1,000	NG/ML
Barbiturates	300	NG/ML
Benzodiazepines	300	NG/ML
*Cocaine Metabolite	300	NG/ML
Methadone	300	NG/ML
Methaqualone	300	NG/ML
*Opiates	2000	NG/ML
*Phencyclidine	25	NG/ML
Propoxyphene	300	NG/ML
*THC Metabolites	50	NG/ML
*Ethyl Alcohol	0.02%	

CONFIRMATION CUTOFF LEVELS

<u>Drug or Drug Metabolite</u>	<u>Cutoff level</u>	<u>(NG/ML)</u>
*Amphetamines		
Amphetamine	500	NG/ML
Methamphetamine	500	NG/ML
Barbiturates	200	NG/ML
Benzodiazapines	200	NG/ML
*Cocaine Metabolite		
Benzoylecgonine	150	NG/ML
Methadone	200	NG/ML
Methaqualone	200	NG/ML
*Opiates		
Codeine	2000	NG/ML
Morphine	2000	NG/ML
*Phencyclidine	25	NG/ML
Propoxyphene	200	NG/ML
*THC Metabolite	15	NG/ML
*Ethyl Alcohol	0.02%	

COMPREHENSIVE CONFIRMATION
(INCLUSIVE DRUGS AND DRUG METABOLITES)

*Alcohol

- Ethyl Alcohol

*Amphetamines

- Amphetamine (Benzedrine)
- d,l-Methamphetamine

Barbiturates

- Amobarbital (Amytal)
- Butabarbital (Butisol)
- Butalbital (Fiorinal)
- Mephobarbital (Mebaral)
- Pentobarbital (Nembutal)
- Phenobarbital (Luminal)
- Secobarbital (Seconal)

Benzodiazapines

- Alprazolam (Xanax) & metabolite
- Chlordiazepoxide (Librium) & metabolite
- Clorazepate (Tranxene, as Desmethyldiazepam)
- Diazepam (Valium) & metabolites
- Flurazepam (Dalmane) & metabolite
- Halazepam
- Lorazepam (Ativan)
- Midazolam (Versed)
- Oxazepam (Serax)
- Prazepam (Centrax)
- Temazepam (Restoril)
- Triazolam (Halcion)

*Cocaine

- Cocaine
- Cocaine metabolite (Benzoylecgonine)

*Opiates

- Codeine
- Morphine
- 6-acetylmorphine
- Hydrocodone (Dicodid)
- Hydromorphone (Dilaudid)
- Meperidine (Demerol) & Normeperidine
- Oxycodone (Percodan)

Methadone (Dolophine) & metabolite

Methaqualone (Quaalude)

*Phencyclidine (PCP)

Propoxyphene (Darvon) & metabolite

*THC (Marijuana) metabolite

EXHIBIT "B"

**PROCEDURE FOR COLLECTING AND PROCESSING URINE SAMPLES
PURSUANT TO THE DRUG POLICY**

The following describes the procedure for collecting the necessary urine samples pursuant to the City's drug testing policy applicable to employees and is intended to be consistent with SAMHSA procedures and standards, where applicable. The physician or laboratory office shall follow the following procedure in collecting a sample and assure a chain of custody is maintained.

1. The City employee is to remove any outer garments (i.e. coat and/or concealing garment) in a private room under supervision and advice of a medical employee.
2. A medical employee will furnish the City employee a restroom where the employee will provide a urine sample (the medical employee does not need to visually observe the urination process).
3. Blue colored water is to be added to the toilet bowl and/or tank to prevent alteration of the urine sample, and the temperature of the sample that the City employee has provided will be checked by the medical employee. If the urine sample is altered or cold, the applicant will be required to provide another sample.
4. The container of the sample will be closed and sealed with evidence tape and both the medical employee and the City employee will sign a chain of custody slip that is placed in the laboratory envelope along with the sample.
5. The sample will be shipped to the laboratory or if the sample is taken in the laboratory, custody will be assumed by the proper laboratory employee for testing. The laboratory will be one certified by SAMHSA.
6. Upon receiving the sample, the laboratory employee will examine the sealed sample for signs of tampering and assign a serial number to the sample to avoid identifying the City employee by name. The laboratory will also maintain a positive chain of custody at all times.
7. The laboratory will test the urine sample for the substances listed in Exhibit "A" of this policy. In addition, the sample may be tested for the presence of other illegal drugs or controlled substances that may arise subsequent to the finalization of this policy. The types of substances tested for in regular random testing are subject to the provisions of Section E.3 of the Substance Abuse Policy.

8. Any sample that tests positive on the initial test shall be tested a second time to confirm the results, except for a positive test for alcohol where a breathalyzer test is deemed adequate. If the employee requests, he or she will be provided a retest of the breathalyzer approximately 15 minutes after the prior test.
9. The results of the laboratory test shall be reviewed and interpreted by a Medical Review Officer (MRO). The Medical Review Officer shall be certified by the Medical Review Officer Certification Council. The City employee, if tested positive, shall promptly complete a form listing all medications and drugs that he or she is currently taking for review by the Medical Review Officer or verbally provide such information, if requested by the Medical Review Officer. At the request of the Medical Review Officer, the employee will provide evidence of prescriptions for medications.
10. The determination of the Medical Review Officer on whether or not the test has revealed the presence of drugs for which the employee has no legitimate medical explanation shall be reported to the Recreation and Community Services Director. In the absence of the Recreation and Community Services Director, the City Manager, Assistant City Manager, Personnel Director, and/or the City Attorney shall be authorized to receive the Medical Review Officer's report.

FITNESS PROGRAM

POLICY STATEMENT

Upon completion of a medical physical exam or fitness consultation, employees shall receive an annual, renewable and nontransferable employee membership to the Monterey Sports Center in order to implement their personal fitness programs. If the employee desires, they may apply the dollar value of the employee only membership toward an upgrade to a family membership, and pay the balance through salary deductions. These memberships shall be subject to renewal by the City in accordance with the medical physical examination or fitness consultation schedule based on the employee's age and may be discontinued on an individual basis for failure to comply with the program procedures, upon separation from City employment, or upon transfer into an employee association where the benefit does not apply.

DEFINITIONS

Membership: Includes unlimited group exercise classes (14 years & older), a fitness orientation (13 years & older), towel service, use of locker/shower room, gymnasium, weight training center, cardio fitness center, sun deck, and two indoor pools.

Medical Physical Examination: A comprehensive examination performed by a medical doctor. Some employees may be eligible for a reimbursement toward the cost of this exam (see REIMBURSEMENT section below).

Fitness Consultation: An examination performed by a medical doctor, a chiropractor, or an osteopath, with the purpose of clearing the patient for a fitness program. Some employees may be eligible for a reimbursement toward the cost of this exam (see REIMBURSEMENT section below).

ELIGIBILITY

- 1) This benefit is currently available to all full-time employees and regular part-time (RPT) employees.
- 2) Upon separation from full-time or RPT City employment, the membership will become invalid at the end of the payperiod during which the employee separates.

PROCEDURE – All Employees EXCEPT those represented by MFFA and FMA

- 1) An employee must present a completed Fitness Certification/Doctor Visitation form to the Monterey Sports Center **within 30 days of the date that the Physician signs the form.** It may be presented in person, Monday through Friday, 8:00 a.m. to 5:00 p.m., or the employee may call 646-3735 for an appointment or special arrangements.

- 2) The employee will be given a membership. The membership will reflect the selections the employee has made (i.e. employee only or family membership). The membership will be valid until a new medical physical examination/fitness consultation is required or until the employee separates from the City.
- 3) If the membership issued is valid for more than one year, every twelve months from issuance the employee will have an opportunity to change the following elections:
 - a) Continue or discontinue the employee membership
 - b) Add, continue or discontinue the family membership**At no other time during the twelve months may the status of the pass be altered.**
- 4) The mandatory schedule for non-fire employees' medical physical examination or fitness consultations is:
 - * Baseline Exam to begin program
 - * Follow-up Exams:

Age 35 & under	Every 36 months
Age 36 – 50	Every 24 months
Age 50 & over	Every 12 months

PROCEDURE – All MFFA and FMA Represented Employees

- 1) After an employee has participated in his/her mandatory scheduled physical examination he/she may request a membership. In order to do so, the employee will request a City of Monterey Fire Membership Request form from the departmental administrative professional. The employee will complete and return the form to the administrative professional for the Department Head's signature. When the employee receives the form back with a Department Head signature, it must be presented to the Monterey Sports Center within 30 days of the date that the Department Head signs the form. It may be presented at the Sports Center in person, Monday through Friday, 8:00 a.m. to 5:00 p.m., or the employee may call 646-3735 for an appointment or special arrangements.
- 2) The employee will be given a membership. The membership will reflect the selections the employee has made (i.e. employee membership or family membership.). The membership will be valid until the employee is due for a new medical physical examination through their department or until the employee separates from the City.
- 3) If the membership issued is valid for more than one year, every twelve months from issuance the employee will have an opportunity to change the following elections:
 - a) Continue or discontinue the employee membership
 - b) Add, continue or discontinue the family membership**At no other time during the twelve months may the status of the pass be altered.**

OTHER FACTS

- 1) If an employee elects to upgrade their employee membership to a family membership, the salary deduction for the upgrade will be arrived at using the following formula:

Cost of a Family Membership	\$	A
Less the Value of an Employee Membership		
	-	<u>B</u>
Amount to be paid for upgrade		C
Divided by 24 pay-periods	÷	<u>24</u>
Deduction per paycheck for upgrade	\$	<u><u>D</u></u>

- 2) The Internal Revenue Service views the *employee* membership as taxable income. This means that the dollar value of the employee membership must be reported to the IRS. When an employee takes advantage of this benefit, the Accounting Office will be notified. The value of the employee's membership will be pro-rated on a per pay-period basis and reported as additional income. At the end of the year, the employee's W-2 will reflect this income in two places. The box which shows Wages, Tips & Other Compensation will include the amount reported, along with all other reportable income (salary, uniform allowance, etc.). The amount will also appear alone in the box showing Taxable Fringe Benefits. Employees who would like to adjust their W-4 withholdings to accommodate this change may do so in the Accounting Office.

REIMBURSEMENT

Applies to GEM Employees ONLY:

- 1) The employee submits the bill for the medical physical examination or fitness consultation to their insurance plan. He/she will receive an Explanation of Benefits, stating how much will be paid by the insurance and how much is the employee's responsibility.
- 2) The employee submits a copy of the Fitness Certification/Doctor Visitation and a copy of his/her Explanation of Benefits to the department/division administrative professional. The administrative professional will complete a requisition (charge account 715-060-0612-4205), attaching the Fitness Certification/Doctor Visitation copy and the Explanation of Benefits copy, and forward it to the Accounting Office for the employee's reimbursement. The employee is eligible for a *reimbursement* of his/her portion of the bill, up to a maximum of \$100 per calendar year. The employee will not be reimbursed for amounts paid by any insurance carrier.
- 3) Employees are entitled to this benefit every calendar year. However, in order to participate in the Sports Center benefit, it is only necessary to have a medical physical examination or fitness consultation on the schedule above.

THINGS CITY EMPLOYEES SHOULD KNOW ABOUT THE FITNESS PROGRAM

- Check-In - Be sure to check in *each* time you use the Sports Center. In addition to following the Sports Center's established procedures, this will help us keep track of the success of this program.
- Membership - Includes unlimited group exercise classes (14 years & older), a fitness orientation (13 years & older), towel service, use of locker/shower room, gymnasium, weight training center, cardio fitness center, sun deck, and two indoor pools.
- Tax Issue – The Internal Revenue Service views the Membership as taxable income. This means that the dollar value of the Membership must be reported to the IRS. When an employee takes advantage of this benefit, Accounting must be notified. At the end of the year, the employee's W-2 will reflect this income in two places. The box which shows Wages, Tips & Other Compensation will include the appropriate amount, along with all other reportable income (salary, uniform allowance, etc.). The appropriate amount will also appear alone in the box showing Taxable Fringe Benefits. Employees who would like to adjust their W-4 withholdings to accommodate this change may do so in the Accounting Office.
- Renewal of Membership– Take careful note of the expiration date of your Membership. It is *your* responsibility to renew your Membership. To do this, you will need to go through the Fitness Certification procedure again.
- Annual Notification – If your Membership is good for two or more years, you will be notified annually of the automatic continuation. If you decide that you do not want to continue your Membership, you will have a period of time in which to notify the Sports Center. If you do not notify the Sports Center by the given deadline, your pass will be automatically continued and the annual fee will again be included in your reportable earnings.
- All rules of the Sports Center apply to you. There are handouts in the lobby which will clearly state these rules.

MOST OF ALL, ENJOY YOUR MEMBERSHIP AND STAY HEALTHY!

City of Monterey

Fitness Activity Plan Waiver

This form must be completed if you are electing to participate in the Fitness Activity Plan described in the attached Fitness Activity Plan Description.

This will confirm your understanding that participation in the Fitness Activity Plan (the "Plan") is voluntary, and your participation in the Plan must be conducted during off duty time. Any time spent participating in the Plan is not compensable as time worked. Any injury or illness that arises from participation in the Plan is non-industrial for the purposes of Workers Compensation as noted in Labor Code section 3600(a)(9).

The Fitness Activity Plan does not include extreme sports as part of the program. Any participation in an extreme sport does not qualify as a workout under the plan. Examples of extreme sports include scuba-diving at depths more than 10 meters, sky-diving, hang-gliding, down-hill skiing, snowboarding, rock climbing, private flying, parasailing, motorbike or racecar driving, etc.

Examples of fitness activities that do qualify as a workout under the plan are cardiovascular or strength-training activities such as walking, jogging, hiking, biking, swimming, baseball, soccer, tennis, exercising at a gym including the Monterey Sports Center, golfing (walking the course), etc. If you have questions regarding whether an activity qualifies or is considered an extreme sport, please call Human Resources at 646-3765.

By signing below, you are confirming that you have read and understand all of the above information, including the attached Fitness Activity Plan description, and agree to the statements as set forth in this Plan Waiver.

By: _____

Signature

Print Name

Date

Please read and return signed Waiver to Human Resources prior to beginning this program.

FITNESS ACTIVITY PLAN

Effective July 1, 2013 to June 30, 2014, all GEM and MEA-represented members will be eligible to participate in a Fitness Activity Plan where they work out off-duty (not considered work time for purposes of Workers' Compensation injury or illness) in exchange for leave time accrued in a Fitness Leave bank. In March 2014 the City and the bargaining units will meet to review the success of the pilot program and consider extending the program if both parties agree. In the event the program is discontinued the time accrued by employees will remain available for use until it is used or the employee separates from the City.

Conditions for Qualifying

- Employees are required to work out a minimum of 26 45-minute sessions or 39 30-minute sessions, or any combination of 30-minute and 45-minute sessions to reach a minimum of 1,170 minutes per quarter in order to accrue 10 hours of leave.
As of October 1, 2013, in addition to the 30-minute and 45-minute exercise sessions, employees may now record 60-minute sessions toward the minimum 1,170 minutes of exercise each quarter.
- A session is considered to be any moderate or higher intensity physical activity lasting a minimum of 30 minutes or 45 minutes. Any session lasting longer than 45 minutes will be recorded as a 45 minute session.
As of October 1, 2013, a session is considered to be any moderate or higher intensity physical activity lasting a minimum of 30 minutes, 45 minutes, or 60 minutes. Any session lasting longer than 60 minutes will be recorded as a 60 minute session.
- Only one workout per calendar day will be counted as a session.
- Participants will complete a Fitness Activity Log demonstrating completion of each workout, which is based on the honor system. At the end of each quarter participants will send the Fitness Activity Log to the Human Resources Department for verification of qualifying activities. The 10 hours of leave will then be credited to the exercise incentive time bank as soon as practical and will be available for immediate use by the employee.
- Each calendar year a maximum of 40 hours can be accrued in a separate exercise incentive time bank, with a maximum of 80 hours allowed in the bank. The exercise incentive time bank has no cash value and the time accrued in this bank has no expiration date.
- Leave time must be coordinated and approved by the employee's supervisor.
- Participation is voluntary and for those electing to participate, an annual physical fitness assessment at the Monterey Sports Center, which can be used as a 30 minute workout session, will be required prior to accruing time. Individual results of the physical fitness assessment will be confidential between the Monterey Sports Center and the employee. Contact Fitness Manager Bill Rothschild at 646-3492 at the Monterey Sports Center to schedule your appointment.
- Submitting a Fitness Plan Waiver form to Human Resources is required to participate in this program.

FITNESS ACTIVITY LOG

(submit Page 1 and Page 2)

	Month: _____		Month: _____		Month: _____	
Day	Activity	Min	Activity	Min	Activity	Min
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
	Month Total Minutes		Month Total Minutes		Month Total Minutes	
	Quarter Total Minutes		Quarter Total Minutes		Quarter Total Minutes	

Print Employee Name: _____

FITNESS ACTIVITY LOG

(submit Page 1 and Page 2)

Accumulate a minimum of 1,170 minutes (19.5 hours) in 30-minute and/or 45-minute and/or 60-minute workout sessions by the end of the Quarter to qualify for additional time off in the Fitness Leave Bank.

39 30-minute workouts qualify.

Any workout between 30 & 44 minutes should be recorded as a 30 minute workout.

26 45-minute workouts qualify.

Any workout between 45 & 59 minutes should be recorded as a 45 minute workout.

20 60-minute workouts qualify.

Any workout 60 minutes or more should be recorded as a 60 minute workout.

**Any combination of individual 30 & 45 & 60 minute workout sessions
totalling a minimum of 1,170 minutes in a Quarter qualifies.**

Fill in the Fitness Activity Log on the reverse with 30-minute and/or 45-minute and/or 60-minute workouts to track your fitness activity toward your goal of reaching the minimum 1,170 qualifying fitness minutes.

Total Workout Minutes This Quarter: _____

By signing below I confirm that the above totals are accurate and the information on the reverse documents the dates and workout sessions for my participation in the Fitness Activity Plan, and that the workouts listed on the reverse comply with the Fitness Activity Plan guidelines.

Employee Signature: _____ Date: _____

Submit quarterly Fitness Activity Log to Human Resources as follows:

- * Jan-Feb-Mar due April 10
- * Apr-May-Jun due July 10
- * Jul-Aug-Sep due Oct 10
- * Oct-Nov-Dec due Jan 10

Remember:

- 1) Participation is voluntary and for those electing to participate, an annual fitness assessment at the Monterey Sports Center is required in order to accrue time in the Fitness Leave bank per this program
- 2) Submitting a Fitness Plan Waiver form to Human Resources is required to prior to participating in this program.
- 3) Fitness Activity Plan description can be found in your MOU or by contacting Human Resources.

Print Employee Name: _____

City of Monterey
Bicycle Commuting Program Waiver

This form must be completed if you are electing to participate in the Bicycle Commuting Program described in the attached Bicycle Commuting Program description.

This will confirm your understanding that participation in the Bicycle Commuting Program is voluntary, and your participation in the plan must be conducted during off duty time. Any time spent participating in the Bicycle Commuting Program is not compensable as time worked. Any injury or illness that arises from participation in the Bicycle Commuting Program is non-industrial for the purposes of Workers Compensation as noted in Labor Code section 3600(a)(9).

The City encourages participants to wear protective gear while bicycle commuting, whether or not these safety precautions are required by law. When riding your bike be sure to follow applicable traffic laws pertaining to bicycle riders' wearing of protective gear such as a helmet, reflective vest, and other safety apparel.

By signing below, you are confirming that you have read and that you understand all of the above information, including the attached Bicycle Commuting Program description, and agree to the statements as set forth in this Program Waiver.

By:

Signature

Print Name

Date

Please return this signed form to Human Resources prior to your first Bicycle Commute as part of this program.

BICYCLE COMMUTING PROGRAM (GEM)

Effective July 1, 2013, the City has agreed to provide a bicycle commuting program to General Employees of Monterey (GEM) on a trial basis. The program will be re-evaluated for its overall benefit by June 30, 2014. This benefit supports the City's overall strategy for employee health and wellness.

Bicycle Commuter Benefit

This tax-free benefit is available to all GEM employees. A GEM employee who regularly commutes by bicycle between home and work (or the alternatives described below) may be reimbursed for some of their bicycle commuting expenses. Submitting a Bicycle Commuting Waiver form to Human Resources is required to begin participation in this program. Completion of the "Bicycle Commuting Certification and Reimbursement Claim Form" must be submitted at the end of the calendar year to claim reimbursement.

Qualifying Commuting Month

Any GEM employee regularly using a non-motorized bicycle for a minimum of ten (10) round-trips between the employee's residence and the worksite in any calendar month has completed a "qualifying month". With receipts, an employee can be reimbursed up to \$20.00 for each number of qualifying months in a calendar year for certain bicycle commuting costs.

If an employee lives too far from the worksite to reasonably be able to take advantage of this bicycle commuting benefit between their residence and worksite, the employee may park and bicycle at least five (5) miles of their commute to their residence and/or worksite and still qualify for the reimbursement by completing ten (10) round-trips in a month. (There is no minimum mileage if the employee commutes between their *residence* and worksite.)

The equivalent of ten (10) round-trips per month is also qualifying. For example, twenty (20) one-way trips would be the equivalent to ten (10) round trips. Similarly, *bicycling to work on Day 1* and carpooling home on Day 1, then carpooling back to work on Day 2 and *bicycling home on Day 2* would be the equivalent of one round-trip.

Reimbursement for Bicycle Commuting Expenses

Reimbursement for bicycle commuting expenses requires the "Bicycle Commuting Certification and Reimbursement Claim Form" as well as receipts to claim the reimbursement. Expenses eligible for reimbursement may include the purchase of a commuter bicycle, commuting gear such as a helmet, gloves, bike lock, bike parking/storage, bike upgrades (lights, racks), repairs and general maintenance. Reimbursement is up to \$20.00 for each *number of qualifying months* that the employee commutes as described above for a maximum reimbursement of \$240.00 in a full calendar year.

"Max Annual Reimbursement" = "\$20 Reimbursable Expenses" x "Number of Qualifying Months"

Note that any expenditures eligible for reimbursement do not have to occur only in "qualifying months" however they must occur only after submitting the Bicycle Commuter Waiver form.

Please contact Human Resources to obtain the Bicycle Commuter Waiver form to begin participation in this program.

Bicycle Commuting Program - Record of Participation

Day of Month	JULY 2013		AUGUST 2013		SEPTEMBER 2013		OCTOBER 2013		NOVEMBER 2013		DECEMBER 2013	
	Bike to Work	Bike Home	Bike to Work	Bike Home	Bike to Work	Bike Home	Bike to Work	Bike Home	Bike to Work	Bike Home	Bike to Work	Bike Home
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
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21												
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23												
24												
25												
26												
27												
28												
29												
30												
31												
Total												

Place an "x" in the appropriate column on the days of the month you bicycle commute.

Attach this record to your "Bicycle Commuting Certification and Reimbursement Claim Form" and submit to Human Resources by January 15th for the previous calendar year.

Employee Name: _____

Bicycle Commuting Certification and Reimbursement Claim Form: GEM employees only

(be sure to complete both pages of this claim form and submit with your Record of Participation form)

Employee Name (print): _____

Certification of Qualifying Bicycle Commuting Months

☐ I certify that I rode my bicycle to and/or from work the equivalent* of at least ten (10) round trips from home to work in each of the months I've initialed below;

OR

☐ I certify that I rode my bicycle for at least five (5) miles each way of my commute for the equivalent* of at least ten (10) round trips in each of the months I've initialed below because I live further than five (5) miles away from work.

*The equivalent of ten (10) round-trips per month is also qualifying. For example, twenty (20) one-way trips would also be qualifying. Similarly, *bicycling to work on Day 1* and carpooling home on Day 1, then carpooling back to work on Day 2 and *bicycling home on Day 2* would be the equivalent of one round-trip.

	January
	April
	July 2013
	October 2013

	February
	May
	August 2013
	November 2013

	March
	June
	September 2013
	December 2013

Total number of Qualifying Months: _____

Calendar Year: Ending December 31, 2013

Reimbursement for Bicycle Commuting Expenses

Purchases made during the calendar year of participation may qualify for reimbursement and are not required to be made exclusively during a qualifying month of commuting, however the reimbursable expenses must not be incurred before the employee signs the participation waiver form.

Reimbursement claim must be submitted to Human Resources, with receipts, not later than January 15th for the previous calendar year's expenses.

Each qualifying commuting month allows the employee to claim up to \$20 reimbursement for bicycle commuting related expenses at the end of the calendar year, regardless of which month in the calendar year the expense was incurred, for a maximum annual reimbursement of \$240.

Total Qualifying Months x \$20 Qualifying Expenses = \$ Maximum Reimbursement
(from previous page) (listed below, receipts attached) (year-end maximum total)

Reimbursement Information for Qualified Bicycle Expenses

Date of Expenditure	Vendor	Expense Description (Purchase, Repair, Storage, etc)	Amount of Expenditure
		Total Reimbursement Request	\$

Attached are receipts for which I am claiming reimbursement. These receipts are for my 2013 bicycle commuter related expenses and were incurred on or after the date I submitted the Bicycle Commuting Program Waiver.

This program is based on the honor system. If it is discovered that a participant falsified their bicycle commuter certification form or claimed expenses that were not intended for the employee's bicycle commute, the violator may be disqualified from program participation and may be subject to disciplinary action.

EMPLOYEE SIGNATURE: _____

DATE: _____

By signing above I certify that:

- I have read, agreed to, and signed the Bicycle Commuting Program Waiver Form in order to begin participation in this program;
- I bicycle commuted the minimum number of times in each of the months indicated as a Qualifying Month on page 1 of this form, and as recorded on the attached Bicycle Commuting Program Record of Participation form.
- I am claiming reimbursement for qualified bicycle expenses related to my participation in this program.

Pease submit forms with receipts to Human Resources by January 15th for the previous calendar year.

ATTACHMENT G

City Code (Section 25-16.03 through 25-16.05)

25-16.03 Employee Rights

- a. Except as otherwise provided by law or by these regulations, City employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing. Employees shall also have the right to refuse to join or participate in the activities of such organizations.
- b. Neither the City nor any employee organization shall interfere with, intimidate, restrain, coerce or discriminate against any employee in the exercise of these rights.
- c. Nothing in these Rules are intended to deny any employee of their rights under applicable laws.

25-16.04 City Rights

The City retains all of its powers and authority to manage municipal services and the work force performing those services including, but not limited to the following exclusive rights to:

- a. Determine and modify the organization of City government and its constituent work units;
- b. Determine the nature, standards, levels, and mode of delivery of services to be offered to the public;
- c. Determine the methods, means, and numbers and kinds of personnel by which services are to be provided;
- d. Determine whether goods or services shall be made or provided by the City, or shall be purchased or contracted for;
- e. Direct employees, including scheduling and assigning work, work hours, and overtime, subject to any restriction(s) contained explicitly in the appropriate memorandum of understanding;
- f. Establish employee performance standards and require compliance therewith;
- g. Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable law;
- h. Relieve employees of duty for any legitimate reason;
- i. Implement rules, regulations, and directives consistent with law;
- j. Take all necessary actions to protect the public and carry out its mission in emergencies;
- k. Manage its operations;

- I. Exclude from the meet and confer process any subject preempted by federal or state law.

25-16.05 Rights of Employee Organizations

- a. Recognized employee organizations shall have the right, except as otherwise provided in these regulations, to represent employees within the appropriate bargaining unit concerning matters within the scope of representation.
- b. Not more than five (5) employee representatives, excluding legal counsel, of recognized employee organizations shall be allowed reasonable time off without loss of compensation or other benefits when formally meeting with City representatives on matters within the scope of representation. This shall not be construed to provide compensation and benefits to employees who attend or participate in such activities during their off-duty time.