



Town of Discovery Bay
Adopted Policies

*Town of Discovery Bay Community Services District
Contra Costa County, California*



*Town of Discovery Bay Community Services District
Contra Costa County, California*





Town of Discovery Bay

Program Area: Board	Policy Name: Conflict of Interest	Policy Number: 001
Date Established: January 28, 1998	Date Amended: September 17, 2014	Resolution: 2014-24

Purpose

The Political Reform Act, Government Code §81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730, which contains the terms of a standard conflict of interest code, which can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to its duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, identifies members and employees whom are designated and disclosed categories are set forth, constitute the conflict of interest code of the Town of Discovery Bay Community Service District.

Requirements

Designated members and employees shall file statements of economic interests with the Town of Discovery Bay Community Service District. The statements will be available for public inspection and reproduction. (Gov. Code §81008).

Designated Positions Disclosure Categories:

Directors	All
General Manager	All
Water and Wastewater Manager	All
Parks & Recreation Manager	All
Finance Manager	All
Attorney	All
Consultants*	All

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The President of the Board may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and this is not required to fully comply with the disclosure requirements described in this section. Such a written determination shall include a

description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The President's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

DISCLOSURE CATEGORIES

All investments and business positions in business entities, and all sources of income and interests in real property that are required to be disclosed in the annual statement required in Government Code § 87302. This category is known as full disclosure.

Investments in or income from persons or businesses engaged in the business of providing service or supplies, including, but not limited to, equipment; machinery, or office supplies, to the Town of Discovery Bay Community Services District, or could foreseeably provide services or supplies to the Town of Discovery Bay Community Services District Interests in real property located in whole or in part within the boundaries of the Discovery Bay Community Services District, or within a two-mile radius of the Town of Discovery Bay Community Services District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interest is greater than \$2,000.00 that are required to be disclosed in the annual statement required in Government Code §87302.

Business positions, including, but not limited to, status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any business entity which, in the prior two years had contracted with, or in the future may contract with, the Town of Discovery Bay Community Services District to provide services or supplies to the Town of Discovery Bay Community Services District.

Gifts received from any single source or person with a single gift value more than \$50 as well as gifts with a cumulative total of \$420 or more received in a 12 month period, as well as gifts required to be disclosed in the annual statement required in Government Code §87302.



Town of Discovery Bay

Program Area: Board	Policy Name: Bylaws	Policy Number: 002
Date Established: March 25, 1998	Date Amended: February 4, 2015	Resolution: 2015-02

ARTICLE I

NAME

This unit of local government shall be known as the Town of Discovery Bay, a Community Services District, with powers and territorial boundaries as prescribed in Resolution No. 97/295 of the Board of Supervisors of Contra Costa County, State of California, dated June 10, 1997, and as provided by law.

ARTICLE II

PURPOSE

The purposes of the Town of Discovery Bay, as approved by the Local Agency Formation Commission and by law, are

- A. To Operate as a Community Services District and provide water distribution, wastewater connection and treatment; and parks, landscaping and recreation services to the residents of Discovery Bay.
- B. To provide for those exercise of those powers set forth in Government Code §61000 et seq. (Community Services District Law).
- C. To continue the advisory responsibilities of the Discovery Bay Municipal Advisory Council;
- D. To serve the residents of the Town of Discovery Bay, in the manner provided by law.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Board of Directors

The governing body of the District shall consist of five (5) elected Directors, each of whom shall serve for a term of four (4) year staggered terms. During elections every two (2) years, either

two (2) or three (3) Directors are elected to serve to the District for the next four (4) years. The initial Directors, their terms and term expirations, are:

William Slifer	4 years	Expires December 1, 2001
Mike Dohren	4 years	Expires December 1, 2001
David Piepho	4 years	Expires December 1, 2001
Virgil Koehne	2 years	Expires December 1, 1999
Chet Loveland	2 years	Expires December 1, 1999

Section 2. Compensation

The Board may authorize each Director to receive compensation of One Hundred and Fifteen Dollars (\$115.00) for each meeting of the Board attended, and One Hundred Fifteen Dollars (\$115.00) for each day's service not to exceed Six Hundred Ninety Dollars (\$690.00) per month as provided in Government Code §61047 and Chapter 2 commencing with Section 20200 of Division 10 of the Water Code. Traveling and such other necessary expenses actually incurred in performing District Duties shall be reimbursed, and such reimbursement shall be in addition to the compensation specified herein consistent with the authorized Reimbursement and Travel Policy.

Section 3. Vacancies

- A. Vacancies on the Board shall be filled in accordance with Government Code § 1780.
- B. Vacancies shall be deemed to exist as provided in Government Code § 1770.

Section 4. Resignation

A Director may resign at any time by giving written notice to the Board, to the President, or to the Secretary of the Board. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE IV

OFFICERS

Section 1. Elected Officers

The elected officers shall be chosen by the Board from among the five (5) members of the Board and shall consist of a President (who may be called "Chair"), a Vice-President (who may be called "Vice-Chair"), and a President Pro-Tempore.

Section 2. Terms and Responsibilities of Elected Officers

Elected Officers of the Board, as provided in Article IV, Sec. 1, shall be elected by the Board at the first meeting in January and shall serve for one (1) year, said term to commence upon election. All elected officers shall be eligible to serve successive terms, except that the President shall be eligible to serve not more than two (2) full successive terms as President.

Board members may serve on Regional Committees and in-house staff committees, referred to as Sub-Committees, as necessary.

Regional Committees are to be assigned based upon the position held by the Board member and the seniority of each member of the Board. Board members will have preference of committee selections in the following order: President, Vice-President, and President Pro-Tempore, senior most Board member followed by the least senior Board member. In the event seniority cannot be determined due to the date of assumption of office, the Board member with the highest vote count in their most recent election shall prevail as the senior member for purposes of this selection procedure. This procedure shall be used to fill Primary and Alternate members to respective Regional Committees. Board Members shall serve on the Regional Committee for a two-year term.

Staff Sub-Committees are to be assigned based upon the position held by the Board member and the seniority of each member of the Board. Board members will have preference of committee selections in the following order: President, Vice-President, and President Pro-Tempore, senior most Board member followed by the least senior Board member. In the event seniority cannot be determined due to the date of assumption of office, the Board member with the highest vote count in their most recent election shall prevail as the senior member for purposes of this selection procedure. This procedure shall be used to fill two Sub-Committee appointees to each sub-committee. Board Members shall serve on the Sub-Committee for a two-year term.

The Board may establish Committees that may become necessary from time to time to receive input from the public on a specific subject matter and limited in term, and formed by Resolution of the Board.

A. General Responsibilities of the Board President

1. Shall preside at all meetings of the board and such other meetings approved by the Board, and have authority to call for short recesses during meetings unless a majority of the Directors by vote oppose a recess.
2. Cooperatively work with the General Manager/Board Secretary and Staff on the preparation of CSD Meeting Agendas and its contents.
3. Shall serve as official spokesperson for the Board.
4. Shall designate Directors or others to represent the Board at various meetings, hearings, and conferences, as confirmed by the Board. May co-sign all checks for warrants approved by the Board.
5. Shall perform such other duties as necessary to carry out the work of the Board.
6. Shall perform such duties as prescribed by law.

B. General Responsibilities of the Vice-President

1. Shall serve in the absence of the President.

C. General Responsibilities of the President Pro-Tempore

1. Shall serve in the absence of the President and the Vice-President.

ARTICLE V

APPOINTED OFFICERS

Section 1. Appointed Officers

- A. The appointed officers of the District shall be General Manager, and a Secretary, who may be the same person, but neither of whom shall be a Director. The duties of the appointed officers shall be as specified in law, and as directed by the Board.
- B. Pursuant to Government Code §61050(b), the treasurer of the County of Contra Costa shall serve as the District Treasurer, and shall be the depository and have the custody of all of the district's money except those accounts that are authorized under the Community Services District laws and/or in effect prior to January 1, 2006.

The Board may appoint such other officers as it deems necessary.

Section 2. General Responsibilities of the General Manager

- A. Appraise and evaluate the effects of the Board policies and the manner of their execution, and the efficiency of District personnel in terms of services rendered to the people of the District.
- B. Provide leadership to staff in identifying District needs, establishing priorities and determining the objectives, which will achieve the established goals of the District.
- C. Encourage and assist staff in the performance of their duties and encourage their professional growth.
- D. Ensure evaluation of personnel under his/her direction.
- E. Interpret and publicize the programs and services of the District for and to the public.
- F. Provide financial oversight of the District and Contra Costa County pursuant to funds on deposit at that agency.
- G. Lead the District management team in the preparation of the budget, control of expenditures, inventory control, program planning, changing priorities and public relations.

- H. Perform the function of the District's Public Information Officer.
- I. Participate in community activities.
- J. Continue a program of professional development to assure and enhance staff's professional growth.
- K. Keep the Board informed of all communications affecting the District.

Section 3. General Responsibilities of the Secretary of the Board

- A. Certify official documents and letters as required.
- B. Maintain the official files and records of the Board.
- C. Prepare the agenda for the Board meetings.
- D. Prepare and distribute minutes of the meeting of the Board.
- E. Maintain historical record and newspaper articles.
- F. Post agendas, minutes, public notices and proposed action documents as required by Board and government regulations.

ARTICLE VI

MEETINGS

Section 1. Regular and Special Meetings

- A. The Board shall hold a regular meeting on the first (1st) and third (3rd) Wednesdays of each month, at the District Office located at 1800 Willow Lake Road, Discovery Bay, California 94505. Such regular meetings shall be for considering reports of the affairs of the District and for transacting such other business as may be properly brought before the meeting. Such meetings may be altered as to date, time and place, as provided for in a Resolution adopted by the Board.
- B. Special meetings may be called in accordance with the California Ralph M. Brown Act of 1953, as amended (hereafter Brown Act).

All meetings shall be conducted in accordance with the Brown Act.

Section 2. Quorum

The Board shall be empowered to conduct the business of the District whenever there is present at a properly called meeting, a quorum, as defined as comprising a majority of the

existing Directors; normally three (3); except as otherwise provided by law. Pursuant to Government Code §61045, the affirmative votes of three (3) members of the Board are required for action to be taken.

Section 3. Voting

- A. Voting shall only be conducted at proper noticed meeting where a quorum has been established and members are physically present.
- B. Voting shall be by voice, show of hands, or roll call vote.
- C. Any vote that is other than unanimous shall be recorded by name of the voting member and whether the member voted "AYE", "NO" or "ABSTAIN".

Section 4. Notice of Regular and Special Meetings

- A. Notices of Regular Meetings shall be pursuant to the Brown Act. Such notices shall specify the place, the day, and the hour of the meeting and accompanying the notice shall be a copy of the agenda for that meeting.
- B. Notices of Special Meetings shall be pursuant to the Brown Act. In the case of special meetings, the notice, written or by telephone, shall specify the specific nature of the business to be transacted.

ARTICLE VII

PAYMENTS, CONTRACTS, AND REPORTS

Section 1. Payments

All checks, warrants, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of, or payable to, the District, shall be signed or endorsed by both the President and Vice President, or by the President Pro-Tempore, and one other Director, or, in the absence of the elected officers, any two (2) Directors.

Section 2. Contracts

The Board, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of, and on behalf of, the District. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the District by any contract or engagement, to pledge its credit, or to render it liable for any purpose or to any amount.

Section 3. Reports

The Board shall prepare and cause to be sent an annual water quality report to the residents of the District.

ARTICLE VIII

PARLIAMENTARY AUTHORITY

Rosenberg's Rules of Order, current edition or such other authority as may be subsequently adopted by resolution of the Board is to apply to all questions of procedure and parliamentary law not specified in these Bylaws or otherwise by law. All motions made at Board meetings shall require a second to the motion prior to the Directors voting. The President of the Board may unilaterally call for a recess at any time during a Regular or Special Meeting of the Board. The Board President may unilaterally adjourn the meeting unless a majority of the Board votes to continue the meeting.

ARTICLE IX

AMENDMENTS

The Bylaws may be repealed or amended, or new Bylaws may be proposed, by resolution and the affirmative vote of at least three (3) members of the Board at any regular meeting of the Board, provided notice of such proposal shall be in compliance with the Brown Act, as amended.



Town of Discovery Bay

Program Area: Finance	Policy Name: Investment Policy	Policy Number: 003
Date Established: July 1, 1998	Date Amended: January 18, 2012	Resolution: 2012-02

A. Purpose

The purpose of the Investment Policy for the Town of Discovery Bay Community Services District, hereinafter District, is intended to establish the guiding principles and provide direction to the General Manager for the prudent and beneficial investment of all funds and monies of the District. Any reference to the financial investment portfolio shall mean the total District cash and securities under management by Contra Costa County on behalf of the District.

B. Authority

Pursuant to California Government Code §61050(b), the Contra Costa County Treasurer shall serve as the Treasurer of the District.

The Contra Costa County Treasurer directs investments pursuant to the Contra Costa County Investment Policy, adopted pursuant to Board of Supervisor action on June 21, 2011. The Contra Costa County Investment Policy is included as a part of this Policy and shall serve as the prevailing Investment Policy of the District.

Government Code §56301(see Exhibit A) and related subsections permits the types of investments allowed in California for local public agencies. Investment regulations emphasize preservation of capital and are conservative in nature. The authority to invest as defined in the Government Code is delegated to the local agency's legislative board for re-delegation to its General Manager.

C. Contra Costa County Governance

The District is restricted regarding the investment process and its investments are administered and managed by the Contra Costa County Investment Policy. The Town of Discovery Bay CSD is limited to *electing the investment type, determining the duration of that investment, and directing the amount to be invested*. The Contra Costa County Treasurer directs investments in accordance with the Contra Costa County Investment Policy.

D. Basic Policy and Objectives

The District's Investment policy is a conservative policy guided by the following four (4) principles of public investment fund management.

1. Prohibition of Risk. Investments shall not include any funds in inverse floater, or any security that could result in zero or negative interest accrual if held to maturity, or range notes, or interest-only

strips that are derived from a pool of mortgages as to eliminate financial risk. (see Exhibit "A" for a list of Permitted Investments)

2. **Safety of Principal.** Investments shall be undertaken in a manner which first seeks to preserve portfolio principal.

3. **Liquidity.** Investments shall be made with maturity dates that are compatible with cash flow requirements and which will permit easy and rapid conversion into cash, at all times, without substantial loss of value.

4. **Return on Investment.** Investments shall be undertaken to produce an acceptable rate of return after the first consideration for principal and liquidity.

E. Management of Investments

Pursuant to Government Code §61050(b), the Treasurer of Contra Costa County serves as Treasurer of the District and is therefore responsible for overseeing the District's investment portfolio. The District is, however, responsible for directing the Treasurer as to the authorized types of investments, maturity dates, and amount in each investment vehicle. It is the Policy of the District to ensure that all District investments adhere to the following four (4) tenants of investment security:

a. **Diversification.** TODBCSD shall maintain a portfolio of authorized investments with diversified maturities, issuers and security types to avoid the risk inherent in over investing in any one sector.

b. **Reporting Requirements.** Annually the General Manager will report the Return on Investment (ROI) to the Board of Directors for review.

c. **Performance Assessment.** An assessment and overall gauge of the health of the investment portfolio shall be conducted annually to evaluate the effectiveness of the TODBCSD's investment program. The purpose of this review, in addition to evaluation of performance, is to provide the platform and possible recommendations for change and improvement to the portfolio to the Board of Directors.

d. **Conflicts.** In the event any provision of this Investment Policy is in conflict with any State or Federal statute, the provisions of each statute shall govern.

Exhibit "A" Permitted Investments

Allowable investment instruments per state government code (as of January 1, 2011)

Applicable to all local agencies:

Investment Type	Maximum Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements
Local Agency Bonds	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
State Obligations CA and Others	5 Years	None	None
CA Local Agency Obligations	5 Years	None	None
Bankers' Acceptances	180 Days	40%	None
Commercial Paper - Select Agencies	270 Days	25% of the Agency's Money	"A-1" if the issuer has issued long-term debt it must be rated "A" without regard to modifiers"
Commercial Paper - Other Agencies	270 Days	40% of the Agency's Money	"A-1" if the issuer has issued long-term debt it must be rated "A" without regard to modifiers"
Notable Certificates of Deposit	5 Years	30%	None
CD Placement Service	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements and Securities Lending Agreements	92 Days	20% of the Base Value of the Portfolio	None
Medium Term Notes	5 Years	30%	"A" Rating

*Town of Discovery Bay Community Services District
Contra Costa County, California*





Town of Discovery Bay

Program Area: Board	Policy Name: Board Policy	Policy Number: 004
Date Established: June 19, 2002	Date Amended: February 18, 2015	Resolution: 2015-03

PURPOSE

The purpose of the elected Board of Directors of the Town of Discovery Bay, a multipurpose independent special district, is to represent the residents within its boundaries in any and all matters covered under the California Government Code relating to a Community Services District.

In addition to the purposes listed in the Government Code, the District has been ordered by LAFCO and the Board of Supervisors to perform an advisory role for the residents of Discovery Bay. This role includes, but is not limited to, advising the County in matters of land use planning, zoning, compliance, roads and streets, lighting, landscaping, parks and public safety services.

I. BOARD OF DIRECTORS

The governing body of the Town of Discovery Bay is a Board of Directors comprised of five (5) Board members elected by the registered voters of the District to serve four (4) year staggered terms. During the elections every two (2) years, either two (2) or three (3) Directors are elected to serve the District for the next four (4) years.

Yearly the Board of Directors elects a President, Vice-President and President Pro-Tempore. The President of the Board chairs the meeting, performs such duties as prescribed by State or Federal law and such other duties as prescribed by Board Policy or the established Bylaws of the Town of Discovery Bay. In the event of the President's absence, the Vice-President performs said duties. In the event of the President and Vice-President's absence, the President Pro-Tempore performs said duties.

The appointment of Board officers shall be established based upon the following schedule and shall become effective in January 2016:

Board President

In order to be considered to serve as President of the Board, the Board member must have served on the Board for a minimum 24 months prior to being considered for rotation into the Board President position. The Board Presidency shall be assigned to the Board member who has not served as President and who has met the 24 month requirement.

If more than one Board member has met the 24 month requirement and not served as President, the member with the longest tenure on the Board of Directors shall be the first person appointed to the position of President.

In the event each member of the Board has previously served as President at one point in their respective office, the Board member to serve as Board President shall be the member who has not served as President for the longest period time.

In the event seniority cannot be determined due to the date of assumption of office, the Board member with the highest vote count in their most recent election shall prevail as the senior member for purposes of this selection procedure.

Vice President

The Vice President shall be the Director next in line to be President based on the then current service time. In order for a Board member to be considered for the position of Vice President, the Board member must have served on the Board for a minimum of 12 months prior to being considered for rotation into the Board Vice President position. The Board Vice President shall be assigned to the Board member who has not served as Vice President and who has met the minimum 12 month service requirement.

In the event seniority cannot be determined due to the date of assumption of office, the Board member with the highest vote count in their most recent election shall prevail as the senior member for purposes of this selection procedure.

President Pro-Tempore

The President Pro-Tempore shall be the Director next in line to be Vice President based on the then current service time. In order for a Board member to be considered for the position of President Pro Tempore, the Board member must have served on the Board for a minimum of 12 months prior to being considered for rotation into the Board President Pro Tempore position. The Board President Pro Tempore shall be assigned to the Board member who has not served as President Pro Tempore and who has met the minimum 12 month service requirement.

In the event seniority cannot be determined due to the date of assumption of office, the Board member with the highest vote count in their most recent election shall prevail as the senior member for purposes of this selection procedure.

II. POWER OF THE BOARD

The Board of Directors recognizes its duty to formulate and approve the policy program for the operation, control, administration and planning of the District's facilities and activities of the District.

Board meetings shall be noticed and shall take place pursuant to the Ralph M Brown Act of 1953, as amended (hereafter, Brown Act).

The parliamentary procedure for conducting all meetings will be Rosenberg's Rules of Order.

The Board meets its obligations to the electorate by performing as a legislative, administrative and control body.

The Board may have standing committees and may appoint ad hoc committees as the need arises. The District's General Manager or Designee may serve as staff support to those committees.

In the discharge of their duties, Directors shall comply with all applicable local, state and federal laws, including ethics trainings as required by AB1234.

III. RESPONSIBILITIES

A. Responsibilities of the Board of Directors:

1. To select a General Manager as the Board's chief administrative officer and professional advisor and properly delegate to him or her the authority and responsibility to execute its' policies, enforce its rules and regulations, and administer the facilities, programs, and services of the District. Provide the General Manager with the necessary personnel and resources to carry out his or her responsibilities.
2. To adopt a District budget that provides the best possible facilities, programs, and services, within the limits of fiscal responsibility, to the people of the District.
3. To adopt a comprehensive set of Board policies and administrative procedures to govern the operation of the District. These policies and procedures shall be amended and revised as appropriate and shall be compiled and published in a Board Policies Manual. The District shall keep at its offices a master copy of such manual, which shall be kept for all purposes the official record of the Board policies of the District.
4. By motion, resolution, or ordinance conduct the business of the District, taking those actions that ensure that satisfactory services are provided throughout the community.
5. Keep informed on agenda items and on-going business of the Board.
6. Be well informed on the provisions of laws, ordinances and resolutions as they affect conduct of the District and the Board.
7. Attend meetings with promptness and regularity.
8. Elect officers and confirm standing and ad hoc committee members and District representatives to external agencies.
9. Initiate, review and approve plans that will satisfy future requirements, including a long-range plan (five (5) to ten (10) years).
10. Review and act upon plans and recommendations submitted by the Board committees and the General Manager. This action includes adoption, rejection, amendment or return to committee.

11. Single Board members will not represent the whole of the Board in other open or closed meetings without prior sanction by the majority direction of the Board.

B. GENERAL CONDUCT OF BOARD OF DIRECTORS AND OFFICERS

1. No member of the Board or Officers of the District shall:

- a. Represent his or her position as that of the Board unless the Board has acted upon that position.
- b. Make unsolicited statements to anyone other than the Board during Board deliberations.
- c. Issue any writings or statements to the press or public without clearly distinguishing which statements are his or her own and which are established Board positions.

2. Preparation and Commitment:

- a. Shall respect the Board's commitment to work through the General Manager by requesting desired information about the District's programs/activities directly from him/her, by referring to him/her suggestions for new policies, for his/her professional advice, by refraining from acting on any complaint until after the General Manager has had an opportunity to investigate fully and report to the Board, and by wholeheartedly supporting Board approved actions of the General Manager and his/her staff.
- b. Accept the principle of Board unity or consensus by supporting majority decisions of the Board.
- c. Shall make decisions involving the welfare of the District based on factual information and evidence recognizing that personal feelings, opinions and other such factors are not conducive to sound decision making.
- d. Come prepared, ready to ask questions and make decisions.
- e. Do what is agreed upon.
- f. Respect confidentiality of Closed Session agenda items.
- g. Contact the General Manager prior to meeting for more information, if needed.

C. ADDITIONAL RESPONSIBILITIES OF THE BOARD MEMBERS

1. Orientation of Board Members

- a. The Board of Directors recognizes its responsibility in helping and assisting a newly elected or appointed Board member to understand the operation of the District as well as the roles and responsibilities of a member of the Board. The Board and General Manager shall assist each new member-elect to understand the Board functions, policies, procedures, roles, duties and responsibilities of members of the Board. The following methods shall be employed:

- b. The new member shall be given selected material on the duties and responsibilities associated with Board membership. These materials shall include, but are not limited to: The Government Code dealing with Community Services Districts, the Ralph M. Brown Act, the California Public Records Act, Board Policies, and any pertinent publications issued by the California Special Districts Association, the California Parks and Recreation Society and other agencies, as needed.
- c. As soon as practical after the new Board member assumes office, an orientation meeting with General Manager will be held prior to the first Board meeting to acquaint the new member with details of District operations.
- d. The incoming member may meet with the General Manager and members of his staff to discuss services they perform for the Board and the District.

2. Policy Violations

- a. Board Members who intentionally or repeatedly do not comply with this Policy may be reprimanded or formally censured by the Board of Directors.

D. Responsibilities of a Committee Chairperson

1. Undertake the specific tasks or assignments as established by the Board or Board President together with the participation of the other members of the committee.
2. Plan and schedule the necessary activities and obtain commitments for the necessary resources to complete the assignment.
3. Present a report on status and progress to the Board at appropriate times as designated by the President.
4. Prepare recommendations and justification for any proposed action and submit to the Board for decision and implementation when approved.
5. Provide overall leadership of the committee.
6. Perform the duties of a Board member if appropriate.



Town of Discovery Bay

Program Area: Administrative	Policy Name: Personnel Manual	Policy Number: 005
Date Established: August 20, 2003	Date Amended: June 3, 2015	Resolution: 2015-08

ARTICLE 1 INTRODUCTION

Section 1.1. Personnel Manual.....	1
Section 1.2. Manual Revisions.....	1
Section 1.3. Manual Acknowledgement	1
Section 1.4. Town of Discovery Bay	1
Section 1.5. Equal Employment Opportunity	1
Section 1.6. Employment at Will.....	2
Section 1.7. Policy Against Harassment.....	2
Section 1.8. Applicability	3

ARTICLE 2 EMPLOYMENT STATUS

Section 2.1. Employee Classifications.....	4
--	---

ARTICLE 3 HOLIDAYS, VACATION, LEAVES OF ABSENCE

Section 3.1. Holidays	5
Section 3.2. Vacation Policy.....	5
Section 3.3. Sick Leave.....	7
Section 3.4. Leaves of Absence.....	8
Section 3.5. Employment During Leave of Absence.....	20

ARTICLE 4 HOURS OF WORK, OVERTIME, AND PAY DAY

Section 4.1. Hours of Work	21
Section 4.2. Meal and Rest Periods.	21
Section 4.3. Overtime Pay.	22
Section 4.4. Other Types of Pay.	22
Section 4.5. Place and Time for Payment of Wages.....	23

ARTICLE 5
RULES OF CONDUCT

Section 5.1. Open Door.....	23
Section 5.2. Termination, Discipline, and Rules of Conduct.....	23
Section 5.3. Exit Interview.....	26
Section 5.4. Employment at Will.....	26

ARTICLE 6
WORK REGULATIONS

Section 6.1. Personnel Records.....	26
Section 6.2. Personal Telephone Calls.....	27
Section 6.3. Smoking.....	27
Section 6.4. Dress and Grooming Standards.....	27
Section 6.5. Employment of Relatives.....	27
Section 6.6. Conflicts of Interest.....	28

ARTICLE 7
DRUG-FREE WORKPLACE

Section 7.1. Purpose of Guideline.....	29
Section 7.2. Definitions.....	29
Section 7.3. Prohibited Conduct.....	30
Section 7.4. Disciplinary Action.....	31
Section 7.5. Management Awareness.....	32
Section 7.6. Use of Legal Drugs.....	32
Section 7.7. Unregulated or Authorized Conduct.....	32
Section 7.8. Confidentiality.....	33
Section 7.9. Drug Testing for Safety-Sensitive Positions.....	33

ARTICLE 8
TECHNOLOGY

Section 8.1. Voice-Mail, E-Mails and Technology Policy.....	33
Section 8.2. Technology Resources Definition.....	33
Section 8.3. Authorization.....	33
Section 8.4. Use.....	33
Section 8.5. Improper Use.....	34
Section 8.6. Town Access To Technology Resources.....	35
Section 8.7. The Internet And On-Line Services.....	36
Section 8.8. Monitoring.....	36
Section 8.9. Confidential Information.....	36
Section 8.10. Software Use / License Restrictions.....	37
Section 8.11. Software For Home Use.....	37
Section 8.12. Security.....	37
Section 8.13. Remote Access To Technology Resources.....	38
Section 8.14. Audits.....	38

ARTICLE 9
VIOLENCE IN THE WORKPLACE

Section 9.1. Statement of Policy	38
Section 9.2. Workplace Violence Defined.....	39
Section 9.3. Reporting.....	39
Section 9.4. Investigation.....	39
Section 9.5. Corrective Action and Discipline.....	39

ARTICLE 10
MOBILE DEVICE POLICY

Section 10.1. Mobile Device Policy	40
--	----

ARTICLE 11
VEHICLE USAGE POLICY

Section 11.1. Vehicle Usage Policy	40
--	----

ARTICLE 1 INTRODUCTION

Section 1.1. Personnel Manual. This Manual is intended to help employees become better acquainted with the Town of Discovery Bay (“Town”). It describes, in general terms, many of the Town’s employment guidelines. It is not intended to be an official policy and procedures manual, however, in the event this manual conflicts with a subsequent official adopted policy or administrative procedure, the adopted policy or administrative procedure shall override this document.

The Town reserves the right to make changes to this Manual (see Manual Revisions, below). Employees are responsible for knowing about and understanding those changes once they have been disseminated. The Town also reserves the right to interpret the provisions of this Manual. For this reason, employees should check with their supervisors to obtain information regarding specific employment guidelines, practices, policies, or procedures.

Because employment at the Town is “at will” (see Guideline 2.03), employees should not interpret anything in this Manual as creating a contract or guarantee of continued employment.

Section 1.2. Manual Revisions. The Town reserves the right to make changes to this Manual and to any employment policy, practice, work rule, or benefit, at any time without prior notice. However, any such change is effective only if it is in writing, and is authorized by the Board of Directors. Except as otherwise provided in this Manual, no one has the authority to make any promise or commitment contrary to what is in this Manual. This Manual replaces all earlier Manuals and supersedes all prior policies, practices, and procedures.

Section 1.3. Manual Acknowledgement. Employees should sign the acknowledgement form at the back of this Manual, tear it out, and return it to their supervisors. This will provide the Town with a record that each employee has received this manual.

Section 1.4. Town of Discovery Bay. The Town is a community services district, organized under the California Government Code, and the creation of which was approved by the voters in 1997. It serves the residents of Discovery Bay, and is an independent special district. It is, in fact, a local government, and has the powers specified by law. It is governed by a Board of Directors (“Board”), consisting of five elected members. Pursuant to its formation documents, it also carries out the functions of the former Discovery Bay Municipal Advisory Committee.

Section 1.5. Equal Employment Opportunity. It is the Town’s policy to provide equal employment opportunity for all applicants and employees. The Town does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender identity, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information, genetic information, family care status, military caregiver status, veteran status, marital status, domestic partner status, sexual orientation, or any other basis protected by local, state, or federal laws. When necessary, the Town also makes reasonable accommodations for disabled employees and for pregnant

employees who request an accommodation, with the advice of their health care providers, for pregnancy, childbirth, or related medical conditions.

The Town prohibits sexual harassment and the harassment of any individual on any of the other bases listed above. For information about the types of conduct that constitute impermissible harassment, the Town's internal procedures for addressing complaints of harassment, the legal remedies available through and complaint procedures of the appropriate state and federal agencies and directions on how to contact these agencies, please refer to the Town's Policy Against Harassment located at page 2 of this Manual.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with his or her immediate supervisor or the General Manager.

Section 1.6. Employment at Will. All employment at the Town is "at-will." This means that both employees and the Town have the right to terminate employment at any time, with or without advance notice, and with or without cause. Employees also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of the Town. No one other than a majority of the Board of Directors has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this at-will status. Any such agreement must be in writing and must be signed by the President of the Board and by the affected employee, and must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

Section 1.7. Policy Against Harassment.

A. Purpose of Policy. The Town is committed to providing a workplace free of unlawful harassment. This includes sexual harassment (which includes harassment based on gender, gender identity, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, color, creed, religion, national origin, citizenship, ancestry, age, physical disability, mental disability, medical condition, genetic information, marital status, sexual orientation, domestic partner status, family care or medical leave status, veteran status, or any other basis protected by federal, state, or local laws. The Town strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or co-workers. Similarly, the Town will not tolerate harassment by its employees of non-employees with whom the Town employees have a business, service, or professional relationship. The Town also will attempt to protect employees from harassment by non-employees in the workplace.

B. Harassment Defined. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the

harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex.

C. Reporting And Investigating Harassing Conduct. Any incidents of harassment, including work-related harassment by any Town personnel or any other person, should be reported immediately to the employee's supervisor or to the General Manager. Supervisors and managers who receive complaints or who observe harassing conduct should immediately inform the General Manager. The Town emphasizes that an employee is not required to complain first to his or her supervisor if that supervisor is the individual who is harassing the employee. If it is desired to make a complaint about the General Manager, the employee may report directly to the President of the Board.

Every reported complaint of harassment will be investigated thoroughly and promptly. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

In addition to notifying the Town about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission ("FEHC") or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office or the FEHC at the locations listed in the Town's DFEH poster or by checking the State Government listings in the local telephone directory.

D. Corrective Action. The Town will not tolerate retaliation against any employee for making a good faith complaint of harassment or for cooperating in an investigation. If harassment or retaliation is established, the Town will take corrective action. Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances.

Section 1.8. Applicability. This Personnel Manual applies to all employees of Town, except where inconsistent with a written contract of employment approved by the Board.

ARTICLE 2 EMPLOYMENT STATUS

Section 2.1. Employee Classifications. Employee classifications are as follows:

A. Regular Full-Time Employees. An employee who is regularly scheduled to work not less than thirty (30) hours per week for a period of indefinite duration is referred to as a regular full-time employee. A regular full-time employee is eligible for the benefits described in this Manual.

B. Regular Part-Time Employees. An employee who is regularly scheduled to work less than thirty (30) hours per week for a period of indefinite duration is referred to as a regular part-time employee. Regular part-time employees are eligible for benefits only as specifically described in this Manual.

C. Part Time, Seasonal, and Temporary Employees. Part Time, Seasonal, and Temporary Employees (“PST Employees”) are persons hired to work on special projects or assignments with the understanding that such work will be completed within a specified period of time. When the need arises, the Town may hire employees for a temporary period or contact out, and may use a temporary staffing contract service or agency independent of the Town. PST Employees do not become regular employees as a result of the passage of time. PST Employees are not eligible for the benefits described in this Manual.

D. Exempt/Non-Exempt Employees. Exempt employees are those employees who are exempt from earning overtime compensation; non-exempt employees are those employees eligible for overtime compensation in accordance with the provisions of applicable wage and hour laws. Overtime compensation requirements are set forth in the section of this Manual entitled “Hours of Work and Overtime”. The employment positions of the General Manager, Finance Manager, Parks and Landscape Manager, and Water and Wastewater Manager are exempt. Other positions may or may not be exempt, and the status of the employee in that position will be established at the time of hiring, depending on the duties and responsibilities of the position.

E. Hiring Powers. The General Manager and Legal Counsel are hired by and serve at the pleasure of the Board. All other employees of the Town are hired by and serve at the pleasure of the General Manager, subject to this Manual and Board approval of the authorized position schedule. The authorized position schedule is located within the Town’s annual budget.

ARTICLE 3
HOLIDAYS, VACATION, LEAVES OF ABSENCE

Section 3.1. Holidays. The Town observes the following ~~standard~~ holidays:

New Year's Day
President's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday Following Thanksgiving
Christmas Eve
Christmas Day
Winter Closure* (12/26 – 12/31)
Floating Holiday

* The Winter Closure are those four weekdays beginning December 26 up to and including December 31st of each year. Employees are required to take one of the following during the Closure: administrative time, floating holiday or vacation day. The Winter Closure only applies to non-essential personnel.

A. Eligibility. Unless otherwise provided in this policy, all regular full-time employees will receive time off with pay at their normal base rate unless otherwise provided in this Manual. Regular part-time employees receive holiday time off, with pay pro-rated according to the number of weekly hours they are scheduled to work. PST Employees are not eligible for paid holiday benefits. Moreover, all employees are ineligible for holiday benefits while they are on leave of absence.

B. Weekends and Vacations. Holidays are to be taken on the day they occur. Holidays (including an Employee's Birthday holiday) which fall on Saturday will be observed the preceding Friday, and those which fall on Sunday will be observed the following Monday. The use of the Birthday holiday must be approved in advance by the employee's supervisor and must be taken two weeks before or two weeks after the Birthday. This requirement may be waived at the discretion of the General Manager with prior written approval. If an employee's birthday falls on the day of an already recognized holiday set forth in this section, the Birthday holiday may be used on the day preceding or following the already recognized holiday at the discretion of the General Manager. Holidays that occur during an eligible employee's vacation will not be counted as vacation days taken.

C. Pay In Lieu of Time Off. The Town may, in its sole discretion, require some or all employees to work on Town-observed holidays, in which case the Town will provide pay in lieu of time off.

Section 3.2. Vacation Policy. The Town provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. The Town believes this time is valuable for employees in order to enhance their productivity and to make their work experience with the Town personally satisfying.

A. Vacation Accrual. All regular full-time employees, whether exempt or nonexempt, are eligible to accrue vacation benefits based on their continuous service, measured from the date of hire. All regular part-time employees are eligible to accrue vacation benefits on a pro rata basis, according to the number of weekly hours they are scheduled to work. “Continuous length of service” is defined as service that is uninterrupted by termination of employment and subsequent rehire by the Town or a break in service that has been bridged. No vacation may be taken during the first year of service, unless otherwise permitted by the General Manager. Vacation accrues according to the following schedule:

Years of Continuous Service	Vacation Accrual
Date of hire through the first year	5/12 of one day for each full month worked up to a maximum of 5 days (40 hours) per year.
Second year through fifth year	10/12 of one day for each full month worked up to a maximum of 10 days (80 hours) per year.
Sixth year through tenth year	15/12 of one day for each full month worked up to a maximum of 15 (120 hours) days per year.
Eleventh year and thereafter	20/12 of one day for each full month worked up to a maximum of 20 (160 hours) days per year.

B. PST Employees. PST employees do not accrue vacation benefits.

C. Maximum Accrual. Vacation accruals may not exceed 2 times an employee’s current annual entitlement (e.g., Maximum Accrual: 40 days for an employee with more than ten years of service. Once this maximum is reached, all further accruals of vacation will cease. Vacation accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum.

D. Pay in Lieu of Vacation. No employee will receive pay in lieu of vacation except on the termination of his or her employment, as described in Paragraph F, below, unless the employee has deferred his or her vacation at the Town’s request.

E. Vacation Accrual During Periods of Leaves of Absence. Employees do not accrue vacation during an unpaid leave of absence. Vacation accruals recommence when the employee returns to work from an unpaid leave of absence. Employees will continue to accrue vacation during paid leaves of absence or while on disability salary continuation.

F. Vacation Pay on Termination. On termination of employment, employees are paid all accrued but unused vacation through their last day worked at their base rate of pay at the time of termination.

G. Vacation Approval. All vacations must be approved in advance by the employee’s immediate supervisor.

H. Vacation Scheduling. Scheduling of vacations is to be done in a manner consistent with the Town's operational requirements. Vacation requests should be submitted by employees to their immediate supervisor for approval at least four (4) weeks prior to the commencement of a vacation period. This requirement may be waived in writing at the discretion of the General Manager. Vacation requests may be disapproved or rescheduled to accommodate the Town's operational requirements.

I. Vacation Advances. An employee is not permitted to borrow on future accrual of vacation benefits. If an employee has used any vacation days before they have been accrued and their employment with the Town is then separated, the overdrawn amount must be repaid to the Town upon separation.

J. Holidays Occurring During Vacation. If an observed Town holiday (*see* guideline entitled "Holidays") occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday. An employee may add to his or her vacation period by using the holiday in place of accrued vacation time.

Section 3.3. Sick Leave. In order to help prevent loss of earnings that may be caused by accident or illness, the Town has established paid sick leave.

Eligibility. All regular full-time employees are eligible for 3.08 hours of sick leave each pay period, or ten (10) days per year. Regular part-time are eligible to accrue sick leave on a pro-rata basis. All part-time, seasonal and temporary employees who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment, is entitled to paid sick leave, as stipulated in Section E, Accrual, below.

A. Use. Sick leave may be taken for a personal illness, an emergency, a disability, or for a family care or medical leave as described in the Town's "Leaves Of Absence" policy. Eligible employees may also use sick leave for diagnosis, care, or treatment of an existing health condition of, or preventative care for a child, parent, spouse, domestic partner, stepparent, stepchildren, in-law, grandparent, or grandchild of the employee. For an employee who is the victim of domestic violence, sexual assault, or stalking, the employee may use sick leave for the purposes described in subdivision (c) of Section 230 and subdivision (a) of Section 230.1 of the California Labor Code. Additionally, hours missed for medical and dental appointments will be treated as sick leave. Sick leave must be taken by eligible employees in increments of at least one hour. The Town retains the right to request verification from a licensed health care provider for all absences due to illness or disability. Sick pay may be withheld if the employee does not provide a satisfactory verification.

B. Compensation For Sick Leave. Eligible employees will receive pay at their normal base rate for any sick leave taken. No employee will receive pay in lieu of sick leave under any circumstances, and employees will not be paid for any accrued but unused sick leave upon termination of employment. If an employee separates and is rehired within one year, the employee is entitled to have his or her previously accrued and unused sick leave reinstated upon rehiring.

C. Accrual of Sick Leave. Regular full-time employees accrue 3.08 hours of sick leave per pay period and regular part-time employees accrue sick leave on a *pro rata* basis. Employees, including part-time, seasonal and temporary employees, will earn at least one hour

of paid leave for every 30 hours worked, but not more than 24 hours in a calendar year. Accrual begins on the first day of employment or July 1, 2015, whichever is later. Eligible employees may carry over accrued but unused sick leave from one calendar year to the next. However, sick leave may only be accumulated up to a total of 160 hours for regular full-time and part-time employees and 48 hours for part-time, seasonal and temporary employees. Employees will not accrue sick leave during any unpaid leave of absence.

D. Approval. Whenever possible (e.g., for a scheduled doctor's or dentist's appointment), employees must seek approval from their immediate supervisor prior to taking their sick leave. Otherwise, the employees must notify their immediate supervisor as soon as practicable and, in no event, later than one hour after their scheduled starting time.

E. Coordination of Sick Leave Benefits With Other Benefits. The Town will pay sick-leave benefits to an eligible employee during the normal three-day waiting period before the employee is paid workers' compensation benefits pursuant to the applicable state or federal law governing the industrial injury or illness. Similarly, the Town will pay sick-leave benefits during the normal seven-day waiting period before the eligible employee is paid benefits from the State Disability Insurance (SDI) program or another insured unemployment disability plan. Following the three-day and seven-day waiting periods specified above, an employee will continue to receive accrued sick pay, less the disability benefits actually received or the disability benefits that would have been received had the employee made timely application to the appropriate agency.

Section 3.4. Leaves of Absence.

A. Introduction. The Town provides (1) family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, see section II(D), in accordance with California's Family Rights Act ("CFRA") and the federal Family and Medical Leave Act of 1993, as amended ("FMLA"); (2) pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act ("FEHA"); (3) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act ("ADA") or the FEHA; and (4) leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact the General Manager.

B. Family Care, Medical and Military Family Leave.

(1) Eligibility. To be eligible for family care, medical, and military family leave, an employee must (1) have worked for the Town for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave.

An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

In the case of a pregnancy disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above

requirements. In such circumstances, the employee should contact a Human Resources professional for clarification about his or her rights for other types of leave.

(2) Permissible Uses of Family Care, and Medical Military Leave. “Family care and medical leave” may be requested for (1) the birth or adoption of an employee’s child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee’s child, registered domestic partner, spouse, or parent; or (4) an employee’s own serious health condition.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

“Military exigency leave” may be requested when there is a qualifying military exigency as defined by the U.S. Department of Labor arising out of the fact that an employee’s spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces. Qualifying military exigencies include the following:

(a) *Short-notice deployment* where the employee may take leave to attend any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered servicemember receives the notification.

(b) *Military events and related activities* where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.

(c) *Childcare and school activities* where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.

(d) *Financial and legal arrangements* where the employee may take leave to make or update financial or legal arrangements related to the covered servicemember’s absence, such as preparing powers of attorney, wills, transferring bank

accounts, and the like, or appearing or acting on behalf of the absent servicemember in matters related to military benefits.

(e) *Counseling* where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered servicemember.

(f) *Rest and recuperation* where the employee may take up to five days of leave to spend time with a covered servicemember each time the servicemember is on short-term rest and recuperation leave during the period of deployment.

(g) *Post-deployment activities* where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered servicemember.

(h) *Additional activities* where the employee may take leave to address other events that arise out of the call to active duty as the Town and the employee may agree as to both timing and duration.

“Military caregiver leave” may be requested to care for a covered servicemember if the employee is the covered servicemember’s spouse, child, parent, or next of kin. For purposes of this leave, a covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy.

(3) Substitution of Paid Leave. Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care, medical leaves, and military leaves. Employees are required to substitute sick leave only for the employee’s own medical leaves. Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee or for other types of family care leave.

(4) Amount of Leave.

(a) Family Care, Medical, and Military Caregiver Leave. Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee’s leave commences.

Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with

childbirth. See Section III of this Guide. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

(b) Military Caregiver Leave. Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

Spouses who are both employed by the Town may take a maximum combined total of 26 weeks in the 12-month period for the care of the servicemember and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the servicemember.

(c) Intermittent Leave. Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the Town's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Military exigency leave also may be taken intermittently or on a reduced schedule.

(5) Leave's Effect on Pay. Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance ("SDI"). Employees also may be entitled to Paid Family Leave ("PFL") for up to six (6) weeks in any twelve month period during leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. PFL must be taken concurrently with family care leave and does not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

(6) Leave's Effect on Benefits. During an employee's family care, medical, and military family leave, the Town will continue to pay for the employee's participation in the Town's group health plans, if any, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the Town for the payment of such premiums. All other benefits will be

governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, the Town can recover any health plan premiums paid by the Town on the employee's behalf during any periods of the leave.

Employees on family care, medical, and military family leave accrue employment benefits such as sick leave, vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

(7) Procedure for Requesting Family Care, Medical, and Military Family Leave.

(a) Notice Requirements. Employees must notify the Town of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide 30 calendar days' advance notice to the Town of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the Town as soon as is practicable and generally must comply with the Town's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting Town operations, and may be requested to reschedule the treatment so as to minimize disruption of the Town's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Town reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make the Town aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave.

To the extent permitted by law, the Town reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if you have a disability, you may be eligible for leave under the Americans with Disabilities Act (“ADA”) or state law. For more detailed information on extended leaves, please contact the General Manager.

Once the Town is aware of the employee’s need for leave, it will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employees’ rights and responsibilities. If the employee is not eligible, the Town will provide a reason for the ineligibility.

(b) Certification. Any request for medical leave for an employee’s own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured servicemember. Employees generally must provide the required certification within 15 calendar days after the Town’s request for certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the Town’s request for certification, unless it is not practicable under the circumstances to do so, despite the employee’s good faith efforts.

The medical certification for a child, spouse, domestic partner or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider’s estimate of the amount of time needed for family care; (d) the health care provider’s assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee’s own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee’s option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee’s continued leave. Where the employee’s need for leave due to the employee’s own serious health condition, or the serious health condition of the employee’s covered family member, lasts beyond a single leave year, the Town may require the employee to provide a new medical

certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

The Town has developed forms for use in obtaining medical certifications that satisfy the requirements of this policy. For military caregiver leave, the Town will accept Invitational Travel Orders (“ITOs”) or Invitational Travel Authorizations (“ITAs”) in lieu of its medical certification form.

It is the employee’s responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee’s family member in order for the health care provider to release a complete and sufficient certification to the Town to support the employee’s leave request.

Where permitted by law, if the Town has reason to doubt the validity of the medical certification provided by the employee, the Town may require the employee to obtain a second opinion from a doctor of the Town’s choosing at the Town’s expense. If the employee’s health care provider providing the original certification and the doctor providing the second opinion do not agree, the Town may require a third opinion, also at the Town’s expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee’s responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

(8) Designation of Protected Leave. Once the Town has enough information to determine whether the leave is FMLA-qualifying, the Town will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee’s leave entitlement. If the Town determines that the leave is not protected, the Town will notify the employee.

(9) Recertification. The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the Town with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, the Town may provide the health care provider with a record of the employee’s absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15 calendar days of such a request, unless it is not practicable to do so despite the employee’s diligent, good faith efforts.

(10) Return to Work Certification. Where the leave is for the employee’s own serious health condition, the Town requires employees to provide medical certification that he or she is fit for duty and able to return to work. The Town may delay restoring the employee to employment or terminate the employee without such certificate.

(11) Leave's Effect on Reinstatement. Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. The Town may deny reinstatement to employees who are among the highest paid ten percent of all employees employed by the Town within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the Town's operations. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The Town will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

The Town complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions, or would like further clarification about your rights under the FMLA or other types of leave, please contact the Human Resources Department.

C. Pregnancy-Related Disability Rights.

(1) Leaves of Absence and Transfers. Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under Section 3.5 of this policy (Family Care, Medical and Military Family Leaves). Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the Town with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

(2) Substitution of Paid Leave for Pregnancy-Related Disability Leave. An employee taking pregnancy-related disability leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

(3) Leave's Effect on Benefits. During an employee's family care, medical, and military family leave, the Town will continue to pay for the employee's participation in the Town's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Thus, the employee must continue

to pay his or her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the Town for the payment of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

The Town may recover from the employee the premium that the Town paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than: (i) the employee is taking leave under the California Family Rights Act; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to leave for pregnancy disability or other circumstances beyond the employee's control.

Employees on Pregnancy-Disability leave will accrue employment benefits, such as sick leave, vacation leave, and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. Employee benefits may be continued during the unpaid portion of the Pregnancy-Disability leave according to the provisions of the Town's various employee benefit plans.

(4) Other Terms and Conditions of Leave. The provisions of the Town's Family Care, Medical and Military Family Leave policy regarding the leave's effect on pay, notice requirements, medical certification requirements, and reinstatement also apply to all pregnancy-related disability leaves. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion, and there is no reinstatement exception for key employees. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

D. Other Disability Leaves. In addition to medical or pregnancy-related disability leaves described in Sections II and III, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under Section II of this policy. Disability leaves under this section will be unpaid.

Employees taking disability leave must comply with the Family Care, Medical and Military Family Leave provisions regarding substitution of paid leaves, notice, and medical certification. For the purpose of applying these provisions, a disability leave will be considered to be a medical leave.

If a disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact the General Manager.

E. Other Leaves Of Absence. The Town also grants eligible employees leaves of absence for military leave, jury or witness duty, certain court appearances, appearances at school or daycare activities, emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel, to vote in a statewide election, for bereavement leave, for leave related to domestic violence, crime victims leave, or leave for the donation of an organ or bone marrow. Unless otherwise required by law or set forth herein, employees will not be paid for such leaves of absence.

Employees wishing to take a leave of absence for one of these reasons should refer to the procedures outlined below or contact the General Manager.

(1) Military Leave Of Absence. The Town will grant employees a military leave of absence to the extent required by applicable federal and state law.

(2) Military Spouse Leave. At any time that it regularly employs 25 or more persons, or as otherwise required by applicable federal and state law, the Town will grant qualified California employees up to ten (10) days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the Town with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the Town certifying that the military member will be on military leave from deployment.

(3) Jury and Witness Duty. The Town will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The Town will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order. Leaves under this section will be unpaid.

However, exempt employees who work any portion of a workweek in which they also serve on jury duty or appear as a witness will receive their full salary for that workweek. Employees may elect to substitute accrued vacation during any unpaid leave due to jury duty or a witness appearance.

Employees are required to provide reasonable advance notice of the need for jury/witness leave. Employees also are expected to report to work each day or portion of a day they are not performing jury/witness duty.

(4) Leave to Attend Children's School at Teacher's Request. The Town will grant employees who are parents or guardians of a pupil time off without pay to appear at their children's school pursuant to a teacher's request under Education Code section 48900.1, if the employee, prior to taking the time off, gives reasonable notice to the Town that he or she is requested to appear in the school.

(5) Leave For Educational/Daycare Purposes. At any time that it regularly employs twenty-five (25) or more persons, or as otherwise required by applicable federal and state law, the Town will grant employees time off without pay for up to forty (40) hours per calendar year, but no more than eight hours in any calendar month, to participate in the activities of schools or licensed child daycare facilities attended by their children. Employees must substitute accrued vacation for purposes of a planned absence under this Section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the Town at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The Town reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

(6) Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel. Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. At any time that it regularly employs fifty (50) or more persons, or as otherwise required by applicable federal and state law, Town will grant employees who are volunteer firefighters a leave of up to 14 days per calendar year for fire or law enforcement training. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

(7) Voting Time Off. Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to

vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

(8) Bereavement Leave. All employees who suffer a death in their immediate family may have a paid leave for three (3) scheduled work days for each death of an immediate family member. For purposes of this policy an employee's immediate family is defined to include the employee's current spouse, domestic partner, child, parent, sibling, grandparent, grandchild of employee, or child, sibling, parent or grandchild of employee's spouse or domestic partner. Employees must take this leave within a seven (7) consecutive day period will be paid only for days and hours they were scheduled to work.

If an employee requires more than three (3) days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time at the discretion of the General Manager.

(9) Leave Related To Domestic Violence or Sexual Assault. The Town will grant unpaid time off to an employee who is a victim of domestic violence or a victim of sexual assault for the employee to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

At any time that it regularly employs twenty-five (25) or more persons, or as otherwise required by applicable federal and state law, the Town will also grant unpaid time off to an employee who has been the victim of domestic violence or sexual assault to attend court proceedings, to receive services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and for participation in safety planning programs.

The Town requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within fifteen (15) days of the absence, provide the Town with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

(10) Crime Victims' Leave. The Town will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The Town requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the Town with a copy of the notice within a reasonable time.

(11) Leave for Organ and Bone Marrow Donation. At any time that it regularly employs twenty-five (25) or more persons, or as otherwise required by applicable federal and state law, the Town will grant an employee the following paid leaves of absence for the purpose of organ or bone marrow donation:

(a) A leave of absence of up to five (5) days in any one-year period for the purpose of donating the employee's bone marrow to another person.

(b) A leave of absence of up to thirty (30) days in any one-year period for the purpose of the employee donating his or her organ to another person.

A leave of absence for the purpose of organ or bone marrow donation will be provided with pay, however, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to the General Manager that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, the Town will maintain and pay for coverage under any group health plan, for the full duration of this leave. Leave provided under this policy may be taken in one or more periods. Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, the Town will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The Town may decline to restore an employee because of reasons unrelated to the exercise of rights under this policy by the employee.

(12) Administrative Time Off. Notwithstanding any other portion of this Manual, it is recognized that exempt employees do not receive overtime compensation, and may work irregular hours, and may not be able to take vacation when desired. Accordingly, the General Manager shall be entitled to receive eighty (80) hours annually of paid administrative leave in addition to any leave otherwise authorized in the General Manager's employment contract. All other exempt employees shall be entitled to receive sixty (60) hours of paid administrative leave each fixed year. Administrative leave is not, however, a vested or earned form of compensation. Any administrative time unused at the end of the year shall be forfeited, and it shall not be compensated for upon termination.

Section 3.5. Employment During Leave of Absence. An employee on any leave under this section may not accept employment with any other employer without the Town's written permission. An employee who accepts such employment will be deemed to have resigned from the employment at the Town.

ARTICLE 4
HOURS OF WORK, OVERTIME, AND PAY DAY

Section 4.1. Hours of Work. The Town's office hours are generally from 8:30 a.m. to 5:00 p.m., Monday through Friday. However, employees will be assigned specific hours, shifts, and days of work, dependent upon the need of the department, by the General Manager or by the employee's supervisor. Due to the nature of Town operations, employees may be required to work shifts, or hours, outside regular office hours. The General Manager or the employee's Supervisor may reschedule an employee's hours, shifts, and days whenever necessary based upon the needs of the Town.

Section 4.2. Meal and Rest Periods.

A. Rest Periods. The Town authorizes and permits nonexempt employees working at least three and one-half hours in a day to take a ten-minute, off-duty paid rest period for each four hours worked or major fraction thereof. The 10 minutes do not include the reasonable time it takes to walk to and from a break area. Employees who work up to six hours in a day may take a second rest period. Employees who work more than 10 hours in a day may take a third rest period. Employees should take their rest periods in the middle of each work period to the extent it is practicable to do so, and not combine them with meal periods or skip them to leave work early.

Employees who feel they were not provided the opportunity to take all rest periods authorized and permitted under this policy should inform their supervisor or manager, and (if not corrected) Human Resources immediately.

B. Meal Periods. The Town provides employees who work more than five hours in a day with an unpaid 30-minute, uninterrupted meal period starting no later than the end of the fifth hour of work. The Town provides employees who work more than 10 hours in a day with a second unpaid 30-minute, uninterrupted meal period starting no later than the end of the 10th hour of work. Employees who work no more than six hours in a day may waive the first meal period. Employees who work no more than 12 hours in a day may waive the second meal period if they took their first meal periods. Employees are entitled, encouraged, and expected to take all meal periods provided under this policy and not waived. During meal periods, the Town will relieve employees of all duty and will not exercise control over employees' activities. Employees are free to spend their meal period time as they choose (consistent with any other Town policies that may apply during off-duty time) and are free to leave the worksite. No supervisor or manager may impede or discourage employees from taking meal periods provided under this policy.

Employees who feel they were not provided a meal period that complies with this policy should inform their supervisor or manager, and (if not corrected) the General Manager immediately.

Section 4.3. Overtime Pay.

A. Overtime Definition and Rates of Pay. All nonexempt employees who work more than forty (40) hours in one workweek will receive overtime pay computed as follows:

(1) Overtime at the rate of 1 ½ times the employee's regular rate of pay will be provided for all hours worked in excess of forty (40) in any one workweek.

(2) Overtime will be computed on actual minutes worked, adjusted to the nearest increment of 15 minutes. Only those hours actually worked are added together to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and are therefore not counted in making overtime calculations.

B. Workweek and Workday. Unless otherwise provided, for purposes of calculating overtime each workweek begins on Sunday and each workday begins at 12:01 a.m.

C. Pre-Authorization. No nonexempt employee may work overtime without the express prior approval of his or her supervisor.

D. Non-Exempt Employees Prohibited from Working at Home. Non-exempt employees are strictly prohibited from completing any work for the Town while at home and not during regularly scheduled working hours, unless express prior approval of the General Manager in writing is obtained.

Section 4.4. Other Types of Pay.

A. Reporting Time Pay. Nonexempt employees who report to work at the Town's request, but are furnished less than half of their usual or scheduled day's work, will be paid for half the usual or scheduled day's work, but not less than two hours' pay or more than four hours' pay at their regular rate, without regard to the number of hours they actually worked, unless the reasons for the lack of work are beyond the Town's control. Reporting time pay will not be paid to an employee on paid standby status who is called to perform assigned work at a time other than the employee's scheduled reporting time. Reporting time hours are not counted as "hours worked" for overtime purposes beyond the time in which work is actually performed. For example, if an employee who is scheduled to work an eight-hour shift is sent home after three hours, the employee will receive four hours' pay for that day, but the fourth hour of reporting time pay will not be treated as time worked for overtime purposes.

B. Callback Pay. Any non-exempt employee who is called back to work for a second work period in any one workday and is furnished with less than two hours' work is paid a minimum of two hours pay at the regular straight-time rate for the second work period, without regard to the number of hours actually worked, unless the reasons for lack of work are beyond the Town's control.

C. Holiday Pay. Non-exempt employees are paid their regular straight-time wages for holidays as set forth under Article 3 of this manual. To receive holiday pay, the employee must work the regularly scheduled workdays preceding and following the holiday, or receive prior approval from his or her Supervisor to take the time off.

D. Pay Advances. There will be no pay advances.

Section 4.5. Place and Time for Payment of Wages.

A. Regular Pay Days. Employees are paid biweekly, twenty-six (26) times annually. Employees must complete their time cards in a timely manner in order to ensure that they are paid for all hours worked. If a pay day falls on a holiday, paychecks will be distributed on the preceding workday. For employees who are not on direct deposit, checks are distributed on the date assigned for payment. If the employee is absent when the paycheck is distributed, the employee may claim the paycheck from his or her immediate supervisor when the employee returns.

B. Payment on Resignation, Termination, or Completion of Assignment or Term. If an employee resigns, his or her paycheck will be available on the final day of work, provided the employee has given at least 72 hours' prior notice. If an employee resigns without giving 72 hours' notice, his or her paycheck will be made available within 72 hours after the employee gives notice of the resignation, unless the employee requests in writing that his or her final paycheck be mailed, in which case the Town will mail the final paycheck within three days after the employee gives notice. Employees who are terminated involuntarily will be paid on the day of the discharge. If an employee is hired for a specific assignment or otherwise has a defined term of employment, his or her paycheck will be available upon the completion of the assignment or employment term. In all cases, employees' final paychecks will include payment for all wages owed and any accrued but unused vacation time.

ARTICLE 5 RULES OF CONDUCT

Section 5.1. Open Door. The Town has an Open Door Policy that encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to talk them over with their immediate Supervisor or any other management representative with whom they feel comfortable. The Town believes that employee concerns are best addressed through this type of informal and open communication.

Section 5.2. Termination, Discipline, and Rules of Conduct.

A. Termination.

(1) Voluntary Termination. The Town will consider an employee to have voluntarily terminated his or her employment if an employee does any of the following:

- (a) Elects to resign from the Town;
- (b) Fails to return from an approved leave of absence on the date specified by the Town; or
- (c) Fails to report for work without notice to the Town for three (3) consecutive days.

(2) Involuntary Termination. An employee may be terminated involuntarily for reasons that may include, but are not limited to, poor performance, misconduct, or other violations of the Town's rules of conduct as set forth below. Notwithstanding this list of rules, the Town reserves the right to discharge or demote any employee with or without cause and with or without prior notice.

B. Discipline and Rules of Conduct.

(1) Policy. Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet Town standards, the Town will endeavor when it deems appropriate to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with fair notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the Town, other employees, or customers, may also result in disciplinary action. The listing of these rules does not in any way abrogate or modify the at-will policy set forth in Section 1.6 of this manual.

(2) Job Performance. Employees may be disciplined for poor job performance, including but not limited, to the following:

- (a) Unsatisfactory work quality or quantity;
- (b) Poor attitude (for example, rudeness or lack of cooperation);
- (c) Excessive absenteeism, tardiness, or abuse of rest break and meal period policies;
- (d) Failure to follow instructions or Town procedures; or
- (e) Failure to follow established safety regulations.

(3) Misconduct. Employees may be disciplined for misconduct, including, but not limited to, the following:

- (a) Insubordination;
- (b) Dishonesty;
- (c) Theft;
- (d) Discourtesy;
- (e) Misusing or destroying Town property or the property of another on Town property.
- (f) Violating conflict of interest rules;
- (g) Disclosing or using confidential or proprietary information without authorization;
- (h) Falsifying or altering Town records, including the application for employment;
- (i) Interfering with the work performance of others;
- (j) Altercations, physical or verbal;
- (k) Harassing, including sexually harassing employees, customers, contractors, or others while acting within the scope of their employment;
- (l) Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on Town property or while conducting Town business;
- (m) Gambling on Town premises or while conducting Town business;
- (n) Sleeping on the job or leaving your work location or worksite without authorization;
- (o) Possessing a firearm or other dangerous weapon on Town property or while conducting Town business.
- (p) Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Town, its employees, customers, or property;

(q) Failing to report to the Town, within five (5) days, any conviction under any criminal drug statute for a violation occurring in the work place;

(r) Use of foul, abusive, or offensive language; or

(s) Smoking in non-designated areas.

(4) Attendance. In addition to the general rules state above, employees may be disciplined for failing to observe the following specific requirements relating to attendance:

(a) Reporting to work on time, observing the rest break and meal period policies, and obtaining approval to leave work early; and

(b) Notifying the supervisor in advance of anticipated tardiness or absence.

C. Discipline Procedure

Except as set forth below, discharge or demotion for poor performance ordinarily will be preceded by an oral warning and a written warning. The Town reserves the right to proceed directly to a written warning, demotion, or termination for misconduct or performance deficiency, without resort to prior disciplinary steps, when the Town deems such action appropriate.

Section 5.3. Exit Interview. Employees who leave the Town for any reason may be asked to participate in an exit interview. This interview is intended to permit terminating employees the opportunity to communicate their views regarding their work with the Town, including job duties, job training, job supervision, and job benefits. At the time of the interview, employees are expected to return all Town-furnished property, such as uniforms, tools, equipment, I.D. cards, keys, credit cards, documents, and Manuals. Arrangements for clearing any outstanding debts with the Town and for receiving final pay also will be made at this time.

Section 5.4. Employment at Will. Nothing in this Guideline is intended to alter the at-will status of employment with the Town. Either you or the Town may terminate the employment relationship at any time with or without cause and with or without prior notice. The Town reserves the right to terminate any employment relationship, to demote, or to otherwise discipline an employee without resort to the above disciplinary procedures.

ARTICLE 6 WORK REGULATIONS

Section 6.1. Personnel Records.

A. Personnel Files. The information in an employee's personnel file is permanent and confidential, and must be kept up to date. Employees should inform the Personnel Manager immediately whenever there are changes in personal data such as address,

telephone number, marital status, number of dependents, and person(s) to notify in case of emergency.

Employees have the right to inspect their personnel files at reasonable times and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only his or her own personnel file and only in the presence of a supervisor of the General Manager. Personnel files are the property of the Town and may not be removed from the Town's premises without written authorization from the General Manager.

B. Payroll Records. Employees also have the right to inspect and copy certain Town payroll records regarding their compensation, and deductions from their compensation, upon reasonable request to the Town. Employees wishing to review or copy payroll records should notify the General Manager.

Section 6.2. Personal Telephone Calls. Personal telephone calls are to be limited to essential matters and kept as brief as possible. Continued excessive use of phones for personal matters is subject to disciplinary action.

Section 6.3. Smoking. The Town prohibits smoking in the workplace. Smoking is prohibited within the confines of any office or vehicle. Smoking will be permitted out of doors only, and in accordance with all applicable laws and regulations. All cigarettes are to be extinguished and disposed of prior to entering any office or vehicle. Employees violating this policy will be subject to disciplinary action.

Section 6.4. Dress and Grooming Standards. The Town considers the presentation of the Town image to its clients, suppliers, and the public at large to be extremely important. Accordingly, it is expected that all employees dress in a manner consistent with proper hygiene, safety, and taste. Employees whose jobs require them to come in contact with clients, customers, suppliers, or the public are expected to wear apparel the Town considers appropriate for dealing with the public. Each employee is expected to be neat and clean in appearance, with clean clothing or clean uniform and good personal hygiene. Clothing should be appropriate for the particular work area and type of work performed.

Section 6.5. Employment of Relatives. The Town will only allow for the employment of relatives of existing employees under specific situations, as identified below and as set forth in this section and only with the advanced written approval of the General Manager. Relatives of present employees may be hired by the Town only if (1) the individuals concerned will not work in a direct supervisory relationship with one another, (2) the individuals concerned do not work in the same work unit or area or under the same direct Supervisor, and (3) the employment will not pose difficulties for supervision, security, safety, or morale. This policy will not apply to employees of the Town who are employees of the Town as of the effective date of this Manual, but such employees may, in the discretion of the General Manager, be reassigned to positions satisfying subsections (1), (2), and (3) above. "Relatives" are defined as spouses, domestic partners, children, sisters, brothers, mothers, or fathers, and persons related by marriage or domestic partnership. Present employees who marry or form a domestic partnership, or become related by marriage or domestic partnership, will be permitted to continue employment with the

Town only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale. If employees who marry or form a domestic partnership, or become related by marriage or domestic partnership, do work in a direct supervisory relationship with one another, the Town will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the Town's employment. The decision as to which employee will separate from employment is left to the sole discretion of the employees. In the event that no alternative position is available and neither employee voluntarily leaves the Town, the employee with lesser seniority will be terminated.

Section 6.6. Conflicts of Interest. Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. They are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interest and the interest of the Town. A conflict of interest exists where the employee's loyalties or actions are divided between the Town's interest and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the General Manager for clarification. Any expectations to this guideline must be approved in writing by the General Manager.

Where it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following.

- A. Accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers;
- B. Working for a competitor, supplier, or customer;
- C. Engaging in self-employment in competition with the Town;
- D. Using proprietary or confidential Town information for personal gain or to the Town's detriment;
- E. Having a direct or indirect financial interest in or relationship with a customer or supplier;
- F. Using Town property or labor for personal use;
- G. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Town.
- H. Committing the Town to give financial or other support to any outside activity or organization.

I. Developing a personal relationship with a subordinate employee of the Town or with an employee of a competitor, supplier, or customer that might interfere with the exercise of impartial judgment in decisions affecting the Town or any employees of the Town.

If an employee or someone with whom an employee has a close relationship (a family member or close companion), has a financial or employment relationship with a competitor, customer, supplier, or potential supplier, the employee must disclose this fact in writing to the General Manager. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or customer, a conflict of interest may exist which requires full disclosure to the Town.

Part-time employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination of employment.

If there are questions, the employee shall discuss them with their immediate supervisor, the General Manager, or both. Please refer to the Town's adopted Conflict of Interest Code for additional information.

ARTICLE 7 DRUG-FREE WORKPLACE

Section 7.1. Purpose of Guideline. It is the intent of the Town to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Employees who are under the influence of a drug or alcohol on the job compromise the Town's interests and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the Town has established this Guideline concerning the use of alcohol and drugs. As a condition of continued employment with the Town, each employee must abide by this Guideline.

Section 7.2. Definitions. For purposes of this Guideline:

A. "Illegal drugs or other controlled substances" means *any* drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.

B. "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

C. “Abuse of any legal drug” means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

D. “Reasonable suspicion” includes a suspicion that is based on specific personal observations such as an employee’s manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

E. “Possession” means that an employee has the substance on his or her person or otherwise under his or her control.

Section 7.3. Prohibited Conduct.

A. Scope. The prohibitions of this section apply whenever the interests of the Town may be adversely affected, including any time an employee is:

- (1) On Town premises;
- (2) Conducting or performing Town business, regardless of location;
- (3) Operating or responsible for the operation, custody, or care of Town equipment or other property; or
- (4) Responsible for the safety of others in connection with, or while performing, Town-related business.

B. Alcohol. The following acts are prohibited and will subject an employee to discharge:

- (1) The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or
- (2) Being under the influence of alcohol.

C. Illegal Drugs. The following acts are prohibited and will subject an employee to discharge:

- (1) The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or
- (2) Being under the influence of any illegal drug or other controlled substance.

D. Legal Drugs. The following acts are prohibited and will subject an employee to discharge:

- (1) The abuse of any legal drug, including medicinal marijuana;
- (2) The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
- (3) Working while *impaired* by the use of a legal drug whenever such impairment might:
 - (a) Endanger the safety of the employee or some other person;
 - (b) Pose a risk of significant damage to Town property or equipment; or
 - (c) Substantially interfere with the employee's job performance or the efficient operation of the Town's business or equipment.

Section 7.4. Disciplinary Action.

A. Discharge for Violation of Guideline. A first violation of this Guideline will result in *immediate discharge* whenever the prohibited conduct:

- (1) Caused injury to the employee or any other person, or, in the sole opinion of management, endangered the safety of the employee or any other person;
- (2) Resulted in significant damage to Town property or equipment, or, in the sole opinion of management, posed a risk of significant damage;
- (3) Involved the sale or manufacture of illegal drugs or other controlled substances;
- (4) Involved the possession, distribution, or dispensation of illegal drugs or other controlled substances or alcohol;
- (5) Involved an employee who had not completed the introductory period or was a casual, seasonal, or temporary employee; or
- (6) Involved the failure of an employee to report a criminal conviction, as required by Section 7.4.C, below.

B. Discretion Not to Discharge. In circumstances other than those described in Paragraph A, above, the Town, in the discretion of management, may choose not to discharge an employee for a first violation of this Guideline, if the employee satisfactorily completes participation in an approved drug or alcohol abuse assistance or rehabilitation program when recommended by the Town.

C. Effect of Criminal Conviction. An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any Town-related activity or event will be deemed to have violated this Guideline.

D. Written Warning. An employee who is not discharged for a first violation of this Guideline will receive a final written warning.

E. Effect of Second Violation. A second violation of this Guideline at any time will result in immediate discharge.

F. Effect of Discharge on Eligibility for Rehire. Employees who are discharged for a violation of this Guideline will not be eligible for rehire by the Town.

Section 7.5. Management Awareness. Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or to otherwise engage in conduct that violates this Guideline. When management has reasonable suspicion to believe that an employee or employees are working in violation of this Guideline, prompt action will be taken. If the employee occupies a designated safety-sensitive position, such action may include drug testing in accordance with the procedures outlined in this policy.

Section 7.6. Use of Legal Drugs. The Town recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to Town property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work. To accommodate the absence, the employee may use accrued sick leave or vacation time. The employee may also contact the General Manager to determine whether or not he or she qualifies for an unpaid leave of absence, such as family care or medical leave. Nothing in this Guideline is intended to sanction the use of accrued sick leave or vacation time to accommodate absences due to the *abuse* of legal drugs. Further, nothing in this Guideline is intended to diminish the Town's commitment to employ and reasonably accommodate qualified disabled individuals. The Town will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

Section 7.7. Unregulated or Authorized Conduct.

A. Customary Use of Over-the-Counter Drugs. Nothing in this Guideline is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this Guideline.

B. Authorized Use of Alcohol. The Town may provide alcohol for consumption at certain events, such as social functions. The consumption of alcohol at these events does not violate this Guideline.

Section 7.8. Confidentiality. Disclosures made by employees to the General Manager concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees to the General Manager concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

Section 7.9. Drug Testing for Safety-Sensitive Positions. Employees in safety-sensitive positions, as defined by the United States Department of Transportation regulations including those employees whose position requires possession of a Class 1 Commercial Drivers license, will be tested for drugs and alcohol as part of the Town's employment screening process and during employment in accordance with applicable state and federal law including, but not limited to, The Omnibus Transportation Employee Testing Act of 1991 and any subsequent amendments thereto.

ARTICLE 8 TECHNOLOGY

Section 8.1. Voice-Mail, E-Mails and Technology Policy. The Town maintains and utilizes, as part of its operations, a computer system, voice-mail, e-mail, cellular and smart phone, iPads and other methods of technological communication. These systems are provided to assist employees in the conduct of Town business. Each employee has a responsibility to use the Town's Technology Resources in a manner that increases productivity, enhances the Town's public image, and is respectful of other employees. Failure to follow the Town's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment.

Section 8.2. Technology Resources Definition. Technology Resources consist of all electronic devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; cellular and smart phones; iPads; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

Section 8.3. Authorization. Access to the Town's Technology Resources is within the sole discretion of the Town. Generally, employees are given access to the Town's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the Town's Technology Resources are authorized to access and use the necessary technology. Additionally, employees must successfully complete Town-approved training before they are authorized to access and use the Town's Technology Resources.

Section 8.4. Use. The Town's Technology Resources are to be used by employees only for the purpose of conducting Town business and personal use of such Resources is discouraged. Employees may, however, use the Town's Technology Resources for the following incidental personal uses as long as such use does not interfere with the employee's duties, is not done for

pecuniary gain, does not conflict with the Town's business, and does not violate any Town policy:

- (1) To use the telephone system for brief and necessary personal calls;
- (2) To send and receive necessary and occasional personal communications;
- (3) To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; and
- (4) To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

The Town assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the Town's Technology Resources. The Town accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any Town property. The Town strongly discourages employees from storing any personal data on any of the Town's Technology Resources.

Section 8.5. Improper Use.

A. Prohibition Against Harassing, Discriminatory and Defamatory Use. The Town is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the Town's "Policy Against Harassment," the Town does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the Town's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, jokes, or cartoons).

B. Prohibition Against Violating Copyright Laws. Employees shall not use the Town's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

C. Other Prohibited Uses. Employees shall not use the Town's Technology Resources for any illegal purpose, violation of any Town policy, in a manner contrary to the best interests of the Town, in any way that discloses confidential or proprietary information of the Town or third parties, or for personal or pecuniary gain.

Section 8.6. Town Access To Technology Resources. All messages sent and received, including personal messages, and all data and information stored on the Town's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are Town property regardless of the content. As such, the Town reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion. No employee, other than the President of the Board of Directors, has authority to waive, vary or amend the Town's right to access its Technology Resources.

A. No Reasonable Expectation Of Privacy. On occasion, the Town may need to access its Technology Resources including computer files, electronic mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the Town's Technology Resources, including personal information or messages. The Town may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The Town may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

B. Passwords. Certain of the Town's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the Town. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

C. Data Collection. The best way for employees to ensure the privacy of personal information is not to store or transmit it on the Town's Technology Resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by the Town are provided below. The Town may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

(1) Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.

(2) Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.

(3) Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.

(4) Document Use: Each document stored on Town computers has a history that shows which users have accessed the document for any purpose.

(5) Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

D. Deleted Information. Deleting or erasing information, documents, or messages maintained on the Town's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the Town's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the Town periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with Town policy regarding retention or destruction of information.

Section 8.7. The Internet And On-Line Services. The Town provides authorized employees access to online services such as the Internet. The Town expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the Town's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity.

Additionally, employees may not use the Town's Technology Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including web logs (*i.e.*, "blogs"), social networking Web sites, newsgroups, discussion groups, or non-Town email groups. These actions will likely generate junk electronic mail and may expose the Town to liability or unwanted attention because of comments or other contributions that employees may make. The Town strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts that are unaffiliated with the Town, and to use such accounts at home on their own personal computer without making any reference to the Town.

Section 8.8. Monitoring. The Town monitors both the amount of time spent using online services and the sites visited by individual employees. The Town reserves the right to limit such access by any means available to it, including revoking access altogether. The Town, through technological tools, may also prohibit or limit access to certain Web sites considered inappropriate by the Town or its technology provider.

Section 8.9. Confidential Information. The Town is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of both the Town and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the Town's Technology Resources.

Confidential Information should not be accessed through the Town's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee's name] immediately at [employee's telephone number] or return it promptly by mail."

Employees should adhere to Town's security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential Information.

Section 8.10. Software Use / License Restrictions. All software in use on the Town's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the Town's computers, by any means of transmission, unless authorized in writing in advance by the General Manager or the President of the Board of Directors, and thoroughly scanned for viruses or other malware prior to installation.

Section 8.11. Software For Home Use. Employees are prohibited from transferring or copying any software from a Town Technology Resource to another computer or other device, unless employees have received written authorization from the General Manager or the President of the Board of Directors.

Section 8.12. Security. The Town has installed a variety of programs and devices to ensure the safety and security of the Town's Technology Resources. Any employee found tampering with or disabling any of the Town's security devices will be subject to discipline up to and including termination. Moreover, the Town reserves the right to advise appropriate legal authorities of any violation of law by an employee that results in the misappropriation, theft, or unlawful use of Town's property or proprietary information. To maintain the effectiveness of the Town's security measures, employees should use only secure networks established by the Town to access or use Confidential Information. Such information may not be downloaded, stored, or copied on any non-Town equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval of the General Manager. If Confidential Information is downloaded, stored, or copied on non-Town equipment or media, employee must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If Confidential Information is downloaded, stored, or copied on non-Town equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If Confidential Information is downloaded, stored, or copied on non-Town equipment or media and employee resigns, is terminated, or is requested to do so by management, employees must delete all Confidential Information they received, including any and all copies thereof. Similarly, employees may not send Confidential Information to their

personal e-mail accounts, even for work-related purposes, without prior written approval of the General Manager or President of the Board of Directors.

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to Town management.

Section 8.13. Remote Access To Technology Resources. The Town may, at its sole discretion, provide certain employees with remote access systems such as a laptop, iPad, smart phone, or other personal organizer to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all Town-provided equipment. Employees must not share network passwords or other PINs with anyone. As soon as an employee believes Town-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, he or she must notify the General Manager. If Town-provided equipment is lost, or if it is damaged as a result of carelessness, employees may be responsible for replacement fees. The Town-provided remote access system should only be used for Town-related business. The Town may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any Town-issued remote access systems in accordance with Town's "Town Property" policy.

The Town does not expect or require employees to work on tasks (including e-mail, work product, etc.) during meal periods or after scheduled working times. Any and all use of remote access systems shall be made in compliance with Town's "Hours Of Work, Overtime, And Pay Day policy." Non-exempt Employees are strictly prohibited from working on any tasks outside of scheduled working hours unless with the express written authorization of the General Manager.

Use of public or home networks, such as unencrypted WiFi networks, can be a threat to the security and reliability of the Town's Technology Resources. Accordingly, employees must only access Town Technology Resources via means that are specifically approved by the Town.

Section 8.14. Audits. The Town may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the Town's Technology Resources may be conducted without warning at any time.

ARTICLE 9 VIOLENCE IN THE WORKPLACE

Section 9.1. Statement of Policy. The Town recognizes that workplace violence is a concern among employers and employees across the country. The Town is committed to providing a safe, violence-free workplace. In this regard, the Town strictly prohibits employees, consultants, customers, visitors, or anyone else on Town premises or engaging in a Town-related activity from behaving in a violent or threatening manner. Moreover, the Town seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

The Town believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

Section 9.2. Workplace Violence Defined. Workplace violence includes, but is not limited to, the following:

- (1) Threats of any kind;
- (2) Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- (3) Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of Town property, or a demonstrated pattern of refusal to follow Town policies and procedures;
- (4) Defacing Town property or causing physical damage to the facilities; or
- (5) With the exception of security personnel, bringing weapons or firearms of any kind on Town premises, in Town parking lots, or while conducting Town business.

Section 9.3. Reporting. If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify a supervisor or the General Manager immediately.

Further, employees should notify the General Manager if any restraining order is in effect, or if a potentially violent nonwork-related situation exists that could result in violence in the workplace.

Section 9.4. Investigation. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Town will inform the reporting individual of the results of the investigation. To the extent possible, the Town will maintain the confidentiality of the reporting employee and of the investigation. The Town may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The Town will not tolerate retaliation against any employee who reports workplace violence.

Section 9.5. Corrective Action and Discipline. If the Town determines that workplace violence has occurred, the Town will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the Town will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the Town may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the Town may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

ARTICLE 10 MOBILE DEVICE POLICY

Section 10.1. Mobile Device Policy. The Town prohibits the use of all handheld mobile devices including telephone, data, personal organizer, or other devices for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on Town business. Moreover, all use of Town-issued mobile devices, or personally purchased mobile devices used for work-related purposes, must be made in accordance with Town policy.

Employees may use hands-free mobile devices while driving when safe to do so. Special care should be taken in situations where there is heavy traffic, inclement weather, or the employee is driving in an unfamiliar area. Employees must adhere to all federal, state, and local rules and regulations regarding the use of mobile devices while driving.

Under no circumstances are employees allowed to use text devices to type or review text messages for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on Town business.

ARTICLE 11 VEHICLE USAGE POLICY

Section 11.1. Vehicle Usage Policy. The Town maintains a Vehicle Usage Policy. While the policy is considered part of this Manual, it is set forth in a separate document. A copy of the Vehicle Usage Policy will be provided to you.

EMPLOYEE ACKNOWLEDGMENT

PLEASE READ THE EMPLOYEE MANUAL AND FILL OUT AND RETURN THIS PORTION TO YOUR SUPERVISOR.

Employee Name: _____

I acknowledge that I have received a copy of the Town’s Employee Manual. I understand that I am responsible for reading the Manual and for knowing and complying with the policies set forth in the Manual during my employment with the Town.

I further understand, however, that the guidelines contained in the Manual are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a “fair procedure” prior to termination or other disciplinary action. I also understand that, except for the Town’s at-will employment policy, the Town may amend, interpret, modify, or withdraw any of the provisions of the Manual at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the Town cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the Town’s guidelines or procedures, I should consult my immediate supervisor or the General Manager.

I understand and agree that my relationship with the Town is “at-will,” which means that my employment is for no definite period and may be terminated by me or by the Town at any time and for any reason, with or without cause or advance notice. I also understand that the Town may demote or discipline me or otherwise alter the terms of my employment at any time at its sole discretion, with or without cause or advance notice.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement approved by a majority vote of the Board of Directors, that no other employee or representative of the Town has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the President of the Board of Directors of the Town. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of the Town now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Acknowledgement of Receipt.

Date: _____

Employee’s Signature

Employee’s Name (Please Print)



Town of Discovery Bay

Program Area: Administrative	Policy Name: Retention, Destruction of Audio	Policy Number: 006
Date Established: December 6, 2006	Date Amended: January 16, 2008	Resolution: 2008-01

Record Retention and Destruction

I. PURPOSE

This policy establishes under the Brown Act (Government Code, Section 54953.5(b)) which provides that a governmental agency has the authority to erase and destroy tapes and or recordings of open, public meetings 30 days after said meeting;

II. AUTHORITY

This has been approved by the District for use in matters regarding meetings which includes any audio recording, video recording, or audio-visual recording, whether on magnetic tape, magnetic wire, electronic disk, memory card, or any other device or system which is used to record open meetings.

III. GUIDELINES

1. Town of Discovery Bay CSD will adopt and comply with a records management schedule that complies with guidelines provided by the Secretary of State; and
2. Town of Discovery Bay CSD will classify District records by category as outlined by the State's Local Government Records Management Guidelines; and
3. Town of Discovery Bay CSD will, under the classification of District records, note records that must be kept permanently, records noted with destruction dates; and
4. Each year about or around December, the District will destroy applicable records after a review by General Manager, if necessary, Legal Counsel and an Auditor.

*Town of Discovery Bay Community Services District
Contra Costa County, California*



This Page Left Intentionally Blank



Town of Discovery Bay

Program Area: Administrative	Policy Name: Reimbursement of Expense/Travel	Policy Number: 008
Date Established: December 6, 2009	Date Amended: January 8, 2014	Resolution: 2014-02

**POLICY FOR REIMBURSEMENT OF EXPENSES
AND TRAVEL OF OFFICIALS AND EMPLOYEES
AND
FOR BOARD MEMBER COMPENSATION**

I. GENERAL

The Board of Directors of The Town of Discovery Bay Community Services District (TODB) believes that it is important that elected and appointed officials and members of boards, commissions and committees and employees remain informed and trained in issues affecting the affairs of the TODB and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the TODB and its citizens. The benefits include:

- a. The opportunity to discuss the community's concerns with county, state and federal officials;
- b. Participation in regional, state and national organizations whose activities affect the TODB;
- c. Attending educational seminars improve officials' skill and information levels; and
- d. Promoting public service and morale by recognizing such service.

In order to promote these endeavors, to protect public resources and foster public trust in the use of those resources, as well as comply with state law requirements regarding reimbursement of expenses, the Board hereby sets forth the travel and expense reimbursement policies for the TODB.

Elected and appointed officials, members of boards, commissions and committees, and employees are referred to collectively as "officials" and individually as an "official" in this Policy, except where specifically noted.

All anticipated conferences, conventions and professional meetings shall be budgeted for in the budget. As the trip is being paid for with public funds, it shall be the responsibility of the official undertaking the trip to make every effort to attend the entire conference and as many sessions as possible.

II. EXPENSE REIMBURSEMENT

A. AUTHORIZED EXPENSES

TODB funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized TODB business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this Policy are met:

1. Communicating with representatives of county, regional, state and national government on TODB adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state and national organizations whose activities affect the TODB's interests;
4. Recognizing service to the TODB (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);
5. Attending TODB events;
6. Implementing a TODB-approved strategy for attracting or retaining businesses to the TODB, which will typically involve at least one staff member; and
7. Meetings such as those listed above for which a meeting stipend is expressly authorized under this Policy.
8. Meetings of District representatives or committees in accordance with an adopted District Representative Listing.

All other expenditures require prior approval by the Board.

Expenses for international and out-of-state travel, other than the Tahoe-Reno basin, require prior Board approval.

B. EXPENSES NOT ELIGIBLE FOR REIMBURSEMENT

Examples of personal expenses that TODB will not reimburse include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or events;

3. Family expenses, including partner's expenses, when accompanying official on agency-related business¹, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
5. Alcohol or personal bar expenses;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on TODB business. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

C. TRANSPORTATION

When attending conferences or meetings that are of such distance that it is more economical to take commercial transportation, if an official takes a privately owned vehicle, commercial air fare will be paid and not automobile mileage. Government and group rates must be used when available.

1. **Airfare.** Airfares that are reasonable and economical shall be eligible for purposes of reimbursement.

2. **Automobile.** Automobile mileage is reimbursed at Internal Revenue Service ("IRS") rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating their personal vehicle. This amount does not include bridge and road tolls, which are also reimbursable.

a. Employees who receive a monthly automobile allowance shall be eligible for the above reimbursement should one or both of the two below listed criteria apply:

- I. The employee is authorized by the District Manager to stay overnight at the destination.
- II. The employee drives a minimum distance of twenty-five miles (25) from place of employment or residence, whichever is less, to a single destination. The employee is reimbursed for the mileage of the entire trip.

b. Method of calculating distance traveled requires mileage noted for each point-to-point trip segment. To calculate these distances please use Yahoo! Maps, MapQuest, or Google Maps.

¹If trip arrangements are made, as a convenience, for spouse or family members, reimbursement to the TODB for any advanced expenses should be received by the TODB prior to the trip.

- c. Employees requesting reimbursement shall fill out the required "Expense Report" form for payment and have it signed by the appropriate department head or District Manager before submittal to the Administrative Services Department.

3. **Car Rental.** Rental rates that are reasonable and economical shall be eligible for purposes of reimbursement.

4. **Taxis or Shuttles.** Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

D. LODGING

Lodging expenses will be reimbursed or paid for when travel on official TODB business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. Travelers must request government rates, when available. If the group rate is not available, reimbursement at the IRS rate in effect at the time of travel shall apply (IRS Publication 463).

E. MEALS

A local expense reimbursement policy identifying a "per diem" of reasonable rates for meals is not adopted. Receipts for expenses for meals shall be required. Actual expenses shall be reimbursed subject to the maximum per diem for the meal as set by the IRS rate in effect at the time of travel. (See Cal. Gov't Code §53232.2(c) and Publication 1542 at www.irs.gov. The TODB will not pay for alcohol or personal bar expenses.

F. MISCELLANEOUS EXPENSES

Officials will be reimbursed for actual telephone, fax, and parking expenses incurred on TODB business. Telephone bills should identify which calls were made on TODB business.

G. CASH ADVANCE POLICY

From time to time, it may be necessary for an official to request a cash advance to cover anticipated expenses while traveling or doing business on the TODB's behalf. Such request for an advance should be submitted to the General Manager ten (10) working days prior to the need for the advance with the following information:

1. The purpose of the expenditure(s);
2. The benefits of such expenditure to the residents of TODB;
3. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
4. The dates of the expenditure(s).

Any unused advance must be returned to the TODB within five (5) working days of the official's return, along with an expense report and receipts documenting how the advance was used. In the event the General Manager is uncertain as to whether a request complies with this Policy, such individual must seek resolution from the Board.

H. CREDIT CARD USE POLICY

TODB does not issue credit cards to individual office holders but does have an agency credit card for selected TODB expenses. TODB office holders may use TODB's credit card for such purposes as airline tickets and hotel reservations by following the same procedures for cash advances. Receipts documenting expenses incurred on the TODB credit card and compliance with this policy must be submitted within five (5) working days of use. Except as allowed under Section B(3), TODB credit cards may not be used for personal expenses, even if the official subsequently reimburses the TODB.

I. EXPENSE REPORT CONTENT AND SUBMISSION DEADLINES

All cash advance expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by TODB. This form shall include the following advisory:

"All expenses reported on this form must comply with the TODB's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the TODB's policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability."

Expense reports must document that the expense in question met the requirements of this Policy. Officials must submit their expense reports within thirty (30) calendar days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

In the event the official does not attend the trip and non-refundable expenses have been incurred for registration, lodging and/or travel, the non-attending official shall submit a written explanation of the reasons for non-attendance to the General Manager. The General Manager shall determine if the public funds advanced must be reimbursed to the TODB. Any decision of the General Manager may be appealed to the Board.

All expenses are subject to verification that they comply with this Policy.

J. REPORTS TO BOARD

At the next regular TODB Board meeting, each elected or appointed official, or member of a board, commission or committee (but not employees) shall submit a written report on the meeting or training attended at TODB expense. If multiple officials attended, a joint report may be made. Submission of the written report is a prerequisite to reimbursement of expenses.

K. COMPENSATION FOR ATTENDANCE AT MEETINGS

Each member of the Board of Directors shall receive compensation as stipulated in the Board Bylaws, and as may be amended, for attendance (in addition to any reimbursement for expenses) at the following meetings, provided that total compensation complies with the Board Bylaws, as noted in Article 2, Section 2, COMPENSATION.

1. A regular, special, emergency, adjourned regular, or adjourned special meeting of the Board of Directors TODB, or of a regular, special, emergency, adjourned regular, or adjourned special meeting of a committee of the Board of Directors which constitutes a legislative body in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54900, which is duly called in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54950.
2. Representation of TODB at a public event, provided that the Board of Directors has previously approved the member's representation at a Board of Directors meeting, either specifically, or by adoption of a list of representatives authorizing attendance of representatives at meetings and representation of TODB.
3. Representation of TODB at a public meeting or a public hearing conducted by another public agency, provided that the Board of Directors has previously approved the member's representation at a Board of Director's meeting, either specifically, or by adoption of a list of representatives authorizing attendance of representatives at meetings and representation of TODB.
4. Representatives of TODB at a meeting of a public benefit nonprofit corporation on whose board TODB has membership, provided that the Board of Directors has previously approved the member's representation at a Board of Directors meeting, either specifically, or by adoption of a list of representatives authorizing attendance of representatives at meetings and representation of TODB.
5. Participation in a training program on a topic that is directly related to TODB, provided that the Board of Directors has specifically previously approved the member's participation at a Board of Directors meeting.

For items 2, 3, 4 and 5, a prerequisite to payment for attendance is that the member attending delivers a written report on the member's representation or participation at the next Board of Directors meeting following the representation or participation.

III. COMPLIANCE WITH LAWS; VIOLATION

TODB officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act and other applicable laws. Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the TODB, 3) the agency's reporting the expenses as income to the elected official to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.



Town of Discovery Bay

Program Area: Administrative	Policy Name: Identity Theft Prevention	Policy Number: 009
Date Established: May 19, 2010	Date Amended: N/A	Resolution: 2010-03

I.

PURPOSE

This Identity Theft Prevention Program (“**Program**”) is being implemented in accordance with the Fair and Accurate Credit Transactions Act of 2003 (P.L. 108-159) and the Federal Trade Commission’s regulations thereunder (16 C.F.R., Part 681) (“**Red Flags Rule**”). The purpose of the Program is to combat identity theft by identifying risk factors for identity theft in connection with the “covered” accounts maintained by the Town of Discovery Bay Community Service District (“**Discovery Bay**”), requiring staff to be alert to “Red Flags” that may indicate identity theft, and advising staff how to handle situations where indications of identity theft have appeared.

The Program applies to all covered accounts maintained by Discovery Bay. “**Covered accounts**” include any accounts maintained primarily for personal, family, or household purposes or that involve or are designed to permit multiple payments or transactions, including utility accounts. Covered accounts also include any other accounts for which there are reasonably foreseeable risks to customers or to the safety and soundness of the Discovery Bay from identity theft. Such risks may include financial, operational, compliance, reputation, or litigation risks.

This Program does not replace or repeal any previously existing policies or programs addressing some or all of the activities that are the subject of this Program. Rather, this Program is intended to supplement any such existing policies or programs.

II.

IDENTIFYING RISK FACTORS

Discovery Bay is required under the Red Flags Rule to assess the risk of identity theft in connection with its covered accounts. As part of this risk assessment, Discovery Bay must identify all types of potentially-covered accounts that it maintains and must review the methods by which such accounts may be opened and are maintained. Discovery Bay must review these in light of all ascertainable “Red Flags” (whether listed below or otherwise) to determine what opportunities for identity theft may arise and what measures are appropriate to address them.

A. RISK ASSESSMENT

Discovery Bay presently maintains the following types of accounts which may be “covered accounts” for purposes of the Fair and Accurate Credit Transactions Act:

Water and sewer utility services accounts

The foregoing accounts may be opened in the following manner:

Service is provided based on ownership and address information obtained from Assessor’s Office. Changes in service can be effectuated by phone or in person.

The foregoing accounts are accessible to the following persons in the manner described below:

Customers may obtain information by phone or in person. Discovery Bay office staff accesses customer account information through password-protected office computers.

Discovery Bay has not previously experienced identity theft issues.

Based on the foregoing, Discovery Bay determines that there is a low risk of identity theft in connection with the covered accounts it maintains. This assessment is based specifically on the lack of previous incidents involving identity theft; the nature of the service provided (i.e., associated specific real property); the small number of individuals having access to account information; and the limited personal information (names and addresses) collected by Discovery Bay.

B. “RED FLAGS” THAT MAY INDICATE IDENTITY THEFT

The following list contains a number of “Red Flags” that may indicate identity theft. When an employee becomes aware of one or more of the following situations concerning a covered account, the employee should react as discussed in Section III, below. However, please note that the following list is merely a list of examples of indicators of identity theft. Staff should exercise sound judgment and seek further verification or report to a supervisor whenever the circumstances seem to believe something is wrong, whether or not those circumstances are specifically listed below.

The Federal Trade Commission has identified a number of “Red Flags” in addition to those listed below. This list omits “Red Flags” that are believed to be inapplicable to Discovery Bay (e.g., “Red Flags” which pertain to credit reports are omitted because Discovery Bay does not perform credit checks or obtain credit reports).

All employees who interact in any way with covered accounts should be alert for the following:

Suspicious Documents

- Documents provided for identification that appear to have been altered or forged.
- Photographs or physical descriptions on the identification that are inconsistent with the appearance of the applicant or customer presenting the identification.

- Other information on the identification that is not consistent with information provided by the person opening a new covered account or customer presenting the identification.
- Other information on the identification that is not consistent with readily accessible information that is on file with Discovery Bay, such as an application form or a recent check.
- A request to initiate service that appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

Suspicious Personal Identifying Information

- Personal identifying information provided that is inconsistent when compared against external information sources used by Discovery Bay.
- Personal identifying information that is provided by the customer that is not consistent with other personal identifying information provided by the customer.
- Personal identifying information provided that is associated with known fraudulent activity, as indicated by internal or third-party sources used by Discovery Bay.
- Personal identifying information provided that is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by Discovery Bay.
- An identification number provided that is the same as that submitted by other persons opening an account or belonging to other customers.
- An address or telephone number provided that is the same as or similar to the address or telephone number submitted by an unusually large number of other persons opening accounts, or other customers.
- Personal identifying information provided that is not consistent with personal identifying information that is on file with the financial institution or creditor.

Unusual or Suspicious Use of Covered Account

- A new account that is used in a manner commonly associated with known patterns of fraud patterns.
- A covered account that is used in a manner that is not consistent with established patterns of activity on the account.
- A covered account that has been inactive for a reasonably lengthy period of time that is suddenly used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).
- Mail sent to the customer is returned repeatedly as undeliverable although service continues to be used in connection with the customer's covered account.
- Discovery Bay is notified that the customer is not receiving paper account statements.

- Discovery Bay is notified of unauthorized charges or transactions in connection with a customer's covered account.

Notice of Identity Theft

- Discovery Bay is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

III.

REQUIRED PROCEDURES

Potential identity thieves may be simple opportunists or skillful, determined individuals. Even exercising best efforts, it may not be possible to completely ensure security against identity theft. Nevertheless, it is every employee's duty to protect the security of Discovery Bay's information systems and to safeguard its customers' private information to the greatest extent possible. Carefully adhering to the following procedures will help to minimize opportunities for identity thieves to exploit and will help to minimize the harm they do when an individual's identity is compromised.

Accordingly, Discovery Bay requires that all staff comply with the following procedures and further requires that all third-party service providers with whom it contracts also have in place identity theft prevention programs which comply with the Fair and Accurate Credit Transactions Act.

A. PROCEDURES FOR IDENTIFYING AND PREVENTING IDENTITY THEFT

Opening New Accounts

- Staff must review any request for service for Red Flags.
- Requests for service at a particular address must be checked against ownership records and/or other available information for that address.
- In questionable circumstances, further verification may be accomplished by, e.g., contacting the record owner of the property at which service is requested.

Monitoring Existing Accounts

- All customers must be authenticated before any information concerning a covered account may be provided.
- Staff should review usage patterns and billing histories (particularly in cases where usage continues after a period of nonpayment or escalates after a period of dormancy).
- Only authorized personnel shall be permitted to access covered accounts.
- All computers through which data concerning covered accounts may be accessed must be password-protected.
- Staff shall request from customers and shall keep only those types of customer information necessary for official purposes.

B. PROCEDURES FOR RESPONDING TO SUSPECTED OR CONFIRMED IDENTITY THEFT

Where a possible indication of identity theft (i.e., one or more “Red Flags”) has arisen, staff should evaluate the significance of the Red Flag and take appropriate action. Appropriate action may include, depending upon the circumstances:

- Monitoring a covered account for evidence of identity theft.
- Contacting the customer.
- Terminating service.
- Not opening a new account.
- Notifying law enforcement.
- Determining that no response is warranted under the particular circumstance.

The facts of a particular case may warrant using one or several of these options, or another response altogether. In determining a proper response, staff should consider whether any aggravating factors heighten the risk of identity theft. For example, if staff is presented with expired photo identification, an appropriate response may be to ask for satisfactory alternative identification. If, by contrast, a long-dormant account suddenly experiences heightened activity, contacting the customer directly may be appropriate. Contacting the customer would also be appropriate in instances where identity theft has been confirmed. In still another case, if a “customer” presents fraudulent identification in person, an appropriate response may be to contact law enforcement.

IV. RESPONSIBILITY FOR IMPLEMENTING, ADMINISTERING, AND UPDATING THE PROGRAM

The General Manager is responsible for administering this Program and for keeping it up-to-date. He or she must ensure that all staff handling accounts which are subject to this Program are appropriately trained to detect possible indications of identity theft and are trained on how to respond when they encounter a “Red Flag.”

The General Manager shall be primarily responsible for ensuring that when threats to the security of Discovery Bay’s customers or employees arise in connection with any service that Discovery Bay provides, those threats are responded to promptly, effectively, and in a manner that best protects Discovery Bay, its customers and its employees. The General Manager is also responsible for ensuring that all aspects of this Program are complied with.

Before the close of each fiscal year, the General Manager must prepare or must require his or her staff to prepare a report on Discovery Bay’s compliance with this program. The report must, at a minimum, discuss the following topics:

1. Any significant incidents involving identity theft;
2. Management’s response to those incidents;
3. How effective Discovery Bay’s policies and procedures are at addressing the risk of identity theft when opening new covered accounts;
4. How effective Discovery Bay’s policies and procedures are at addressing the risk of identity theft concerning existing covered accounts;
5. How effective Discovery Bay’s arrangements with its service providers are at preventing identity theft;
- 6.

7. Whether any changes should be made to those policies or procedures or to the arrangements with service providers;
8. Any other issues that bear on the risks of identity theft to Discovery Bay's customers or personnel.

V.

UPDATING THE IDENTITY THEFT PREVENTION PROGRAM

The General Manager must review the Program at least once annually to determine and adapt to any changes in risks to consumers from identity theft. In reviewing the Program, the General Manager should be alert to, among other things:

- Changes in the risk assessment set out under Section II.
- Any Red Flags that may be identified in account systems or procedures, including associated account systems or procedures.
- Evolving methods of identity theft.
- Evolving methods of detecting, preventing or mitigating identity theft.
- Changes in business arrangements, including consolidations, associations, large-scale data or personnel transfers, or changes in service provider arrangements.

VI.

CONCLUSION

Discovery Bay is committed to protecting its customers and employees and to that end requires strict adherence to the procedures set forth in this Program. However, no set of procedures can substitute for the judgment of an individual. Alertness is therefore crucial to preventing identity theft.



Town of Discovery Bay

Program Area: Administrative	Policy Name: Website Policy	Policy Number: 010
Date Established: September 1, 2010	Date Amended: N/A	Resolution: 2010-14

Thank you for visiting the official website of the Town of Discovery Bay Community Services District. We are providing this notice to explain our online information practices and the choices you can make about the way your information is collected and used by the Town of Discovery Bay CSD.

Conditions of Use

By visiting the Town of Discovery Bay CSD website, users agree that they will not use the website for any unlawful activity, or use it in any way that would violate the terms and conditions of use. This website is governed and construed by the laws of the State of California. Any use of the website shall comply with all District, State and Federal laws and regulations. Unauthorized attempts to upload information or change information on this website are strictly prohibited and may be punishable under state law and federal statutes including the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act. We monitor network traffic to identify unauthorized attempts to upload or change information or to otherwise cause damage to the District's website. Anyone using this website expressly consents to such monitoring.

Communications to the District via this website shall in no way be deemed to constitute legal or official notice to the Town of Discovery Bay CSD, its agencies, officers, employees, representatives or agents with respect to any existing, pending or future claim or cause of action against the Town of Discovery Bay CSD or any of its agencies, officers, employees, representatives or agents where notice is required by Federal, State or local law. Nor shall communications to the District via this website be deemed to constitute legal or official notice for any other purpose.

Changes are made periodically to District documents, including District documents, District regulations, guidelines, and schedules, and these changes may or may not be reflected in the materials or information present on this website. Additionally, because the site is frequently under development, materials and information may be deleted, modified or moved to a different part of the website without advance notice.

Under no circumstances shall the Town of Discovery Bay CSD be liable for any actions taken or omissions made from reliance on any information contained herein from whatever source nor shall the District be liable for any other consequences from any such reliance.

The Town of Discovery Bay CSD is neither responsible nor liable for any viruses or other contamination of your system nor for any delays, inaccuracies, errors or omissions arising out of your use of this website or with respect to the material contained on this website, including without limitation, any material posted

on the website. This website and all materials contained on it are distributed and transmitted "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Town of Discovery Bay CSD is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the website and/or the materials contained on the website whether the materials contained on the website are provided by the Town of Discovery Bay CSD, or a third party.

Links from Town of Discovery Bay CSD Website

The Town of Discovery Bay CSD permits the establishment of links to external websites on the District's official website solely in conformance with this website policy. In the establishment and maintenance of its official website, the District does not intend in any manner to create nor does it create a forum or other means by which public discourse, exchange of opinions, or discussion on issues of any nature may occur. The District is not responsible for, does not endorse, and cannot assure the accuracy of information on these outside websites.

Organizations wishing to establish external links on the District's website must submit a request to the District. The request must contain all information necessary to verify the facts as stated and is necessary to determine whether the proposed link is in compliance with this policy. The Town of Discovery Bay CSD General Manager will review the merits of the requested external link, keeping in mind the criteria and examples listed below, to determine whether the link serves the overall purpose of the District's website. A request will not be denied because of a viewpoint espoused by the person or entity.

At its discretion the District may provide links to external sites that fall into one of the following categories:

Other governmental agencies; utilities, both public and private; bona fide educational institutions as defined in the Internal Revenue Code §501(c)(6); elected public officials; and local and regional public transportation agencies.

The District may, at its discretion, allow links and informational postings for events, meetings, public appearances, and other "community associated" happenings pursuant to this policy and in compliance to the following terms and conditions:

The "event" must be hosted by a public or non-profit or other Community Based organization and the event benefits Discovery Bay; the event must be open to public participation but is not necessarily a "free" event (i.e., golf tournament, fundraising event, concert, etc); the event is a charitable/fundraising event that benefits Discovery Bay in some fashion; and if the event itself is something that the community would enjoy, find valuable, or obtain valuable information by attending. The event must be held by a public or non-profit organization, or a for-profit organization doing non-profit or charitable work (for example, a company sponsoring a 5K run where the proceeds benefit charitable or non-profit organizations). The event must be open to the general public.

The Town of Discovery Bay CSD may decline to post/promote any event should the District's General Manager find that the event does not meet these guidelines and/or should anything about the event itself be found to be objectionable and inconsistent with the policies contained herein.

The Town of Discovery Bay CSD reserves the right to: (1) deny an external link request to any person, business or organization when it is determined, following review of a request, that the entity or organization for which request is made does not meet the criteria set forth in this policy; and/or (2) deny an external link request to any person, business or organization which fails to provide all required information, or fails to provide truthful information.

Some examples, but not all, of the type of websites that the District's website will not provide an external link to other websites or to promote via the events calendar are as follows:

Promoting or exhibiting hate, bias, discrimination, pornography; libelous or otherwise defamatory content; associated with, sponsored by or serving a candidate for elected office, any political party or organization supporting or seeking to defeat any candidate for elective office or any ballot proposal; associated with political organizations or other organizations advocating a position on a local, state or federal issue; and furthering the agenda of a political organization or candidate running for office. Additionally, individual and/or personal home pages will not be Allowed.

The District reserves the right to immediately and without notice to any person or organization: (1) remove any external link if the nature of the organization or business to which the link relates no longer complies with the District's external link Policy; (2) discontinue an external link at any time if entities' website provides or promotes hate, bias, discrimination, pornography, false, slanderous, illegal, political (see above examples of websites the District will not link to), or incorrect information at any time; or (3) to revise this policy without prior notice when to do so is deemed to be in the best interests of the Town of Discovery Bay CSD.

Location and Appearance of External Links

The District reserves the right to determine how and where External links will appear on its website; i.e. what page the link appears on and where the link is placed on the page.

Copyright/Trademark

The District Seal, brand and banner are trademarks of the Town of Discovery Bay CSD. Any use of the materials stored on the District's website is prohibited without the written permission of the Town of Discovery Bay CSD. The Town of Discovery Bay CSD retains all intellectual property rights including copyrights on all text, graphic images and other content. This means that the following acts or activities are prohibited without prior, written permission from the Town of Discovery Bay CSD: (1) modification and/or re-use of text, images or other website content from a District server; (2) distribution of the District's website content; or (3) "mirroring" the District's information on a non-District server.

Third Party Materials

Some materials and information used on the Town of Discovery Bay CSD's website were generated by third parties who have consented to the District's use or placement of such materials on this site. These materials are owned by those parties. Use of these third party materials for any purpose is prohibited. Persons seeking to use or modify third party materials for any purpose should contact the owner of such materials directly. These materials include icons and graphics used in links to other organizations' sites, as well as various items of general content.

Disclaimer of Endorsement

Some of the links made available to you through the Town of Discovery Bay CSD's website will allow you to leave the District's site. Please be aware that the Internet sites available through these links, and the materials that you may find at those sites are not provided by, endorsed by or under the control of the Town of Discovery Bay CSD. Therefore, the District cannot and does not make any representation to you about these sites or the materials available on the sites. The fact that you may be able to access these additional sites from the District's website is not an endorsement or recommendation to you by the District of any of these sites or any material found there. The District is providing these links only as a convenience to you, and your access to these additional sites is done at your own risk.

General Disclaimer

The materials and information contained on or obtained from this website, are distributed and transmitted "AS IS" without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Information contained on this website, including information obtained from external links thereon, is provided without any representation of any kind as to accuracy or content and should be verified by the user. The Town of Discovery Bay CSD is not responsible for any general, direct, special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the website and/or the materials contained on the site whether the materials contained on the website are provided by the Town of Discovery Bay CSD or a third party.

Indemnification/Hold Harmless

By using the District's website, user agrees to indemnify or hold harmless the Town of Discovery Bay CSD for any occurrence resulting from an act of user's use of the District's website. The District will take all reasonable precautions to safeguard the confidentiality of user information, but is not liable for any injury caused by the disclosure of that information, whether caused by security breach, accident, inadvertence, or any other act resulting in disclosure.

Links to the Town of Discovery Bay CSD's Website

Advance permission to link to the District's Website is not necessary. However, the organization linking to the Town of Discovery Bay CSD's website should understand that content and internal web links may change at any time without notice.

Entities and individuals shall not link to the District's website nor capture pages within frames and present the District's website content as its own, or otherwise misrepresent this website's content or misinform users about the origin or ownership of its content.

PRIVACY AND SECURITY POLICY

Privacy Statement

The Town of Discovery Bay CSD ("District") is committed to protecting the privacy of the individuals utilizing the District's Website; however, personal information submitted to the District's Website may be subject to disclosure pursuant to various California laws, including, but not limited to, the California Civil Discovery Act of 1986 and the California Public Records Act. The District may share such information with other agencies if: (1) the information relates to that agency; (2) to protect the interests of others; (3) to protect and defend the rights or property of the District; or (4) as otherwise provided by law.

The District's Website contains links to other sites. Please be aware that the District is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every Website that collects personally identifiable information. This privacy statement applies solely to information collected by the District's Website.

The Town of Discovery Bay CSD does not use its Website to:

Collect personal information for commercial marketing. The District will not send you unsolicited email regarding any commercial offers or advertisements at any time.

Create individual profiles with the information provided by users of this site, nor does it give such personal information to third parties or private organizations. The District does not track personal information about individuals and their visits.

The Town of Discovery Bay CSD does use its Website to:

Collect personal information for the purpose of responding to a user's request or input, or to complete an online transaction. If a user chooses to provide the District with personal information, such as sending an e-mail to a District employee or by filling out and submitting an online form located on the District's Website, the District may use that information to respond to the user's message and to assist in obtaining information the user may have requested. The District treats e-mails submitted by a user the same way it treats letters to the District. The District will not share e-mail addresses submitted by a user through the District's website.

Provide electronic commerce capabilities, should a user provide any personal information and/or payment information while using the District's Website. Such information may be collected, processed and disclosed to complete an online transaction and for record-keeping for such activities as billing, permits, licenses and other business-related purposes.

Collect usage statistics for site management, such as assessing what information is of most and least interest, determining technical design specifications, and identifying system performance issues. The information does not identify you personally. The following information about your visit is collected: the Internet domain and/or IP address from which you access the District's Website; the type of browser and operating system used to access the District's Website; the date and time of the visit; the pages visited; and if you link to the District's Website from another website, the address of that Website.

The District's Website may transfer information to your computer through cookies or other technology. The use of cookies or similar technology is an industry standard and does not personally identify users, although they do identify a user's computer. Cookies or similar technology can make the Internet more useful by storing information about your preferences on a particular site. If preferred, you can configure your browser to refuse cookies. However, you may not be able to take full advantage of the District's website if you do so.

Security Statement

The District Website utilizes encryption technology. However, the user should not assume that information submitted to the District Web server would be treated as confidential (See above Privacy Statement). If a user submits information to the District's server through a web page containing visible indicators of active encryption technology, the District will take all reasonable precautions to safeguard the confidentiality of such information.

Web Accessibility Guidelines

The Town of Discovery Bay CSD is committed to providing equal access to its electronic information technologies and services for all residents, visitors and business customers. As the World Wide Web has become an essential means by which we provide information to and conduct transactions with our community, our goal is to provide information and services in ways that work effectively for all.

It is one of our goals to continually improve the Web site to achieve compliance with the latest standards in functionality and universal accessibility. We follow the federal ADA Section 508 rules.

Tools for Blind & Visually Impaired Users

Adobe, the makers of Acrobat and Acrobat Reader, have developed tools to assist blind and visually impaired users. Please visit the **Adobe Accessibility** area for more information. Please note that the tools designed to create simple HTML documents easily read by standard speech-synthesis software will not retain the graphic images or text formatting of an original Adobe PDF.

Additional Applications

Some of the services and information posted on Town of Discovery Bay CSD website require that a user download and install additional applications as part of their browser software. The basic versions of these applications are offered, at no cost, on the vendors' Web sites. These applications include:

Adobe Acrobat Reader - The District uses Adobe Acrobat to create Portable Document Format (PDF) files to provide online access to District documents in their original formatting. There are several converter applications available online that will convert PDF documents into a variety of alternate document formats, including simple HTML. Please visit **PDF Zone** for additional resources.



Town of Discovery Bay

Program Area: Finance	Policy Name: Purchasing & Procurement	Policy Number: 011
Date Established: November 3, 2010	Date Amended: N/A	Resolution: 2010-15

PURCHASING AND CONTRACTING

A purchasing system is adopted in order to establish efficient procedures for the purchase or procurement of supplies, services and equipment at the lowest possible cost commensurate with the level of quality required, to exercise financial control over the purchase or procurement, and to clearly define authority for the purchasing function.

I. Purchasing Agent Designated;

- a. The General Manager is the designated Purchasing Agent. The Purchasing Agent may delegate all or a portion of the purchasing duties to any District staff member. The Purchasing Agent shall have the authority to:
 - Purchase or contract for supplies, services and equipment required by the District, in accordance with purchasing procedures outlined in this policy;
 - Negotiate and recommend execution of contracts for the purchase of supplies, services and equipment;
 - Act to procure for the District the necessary quality in supplies, services and equipment at the lowest responsible cost to the district;
 - Prepare and recommend to the Board of Directors revisions and amendments to the purchasing rules;
 - Establish and maintain such forms as reasonably necessary to the operation of purchasing guidelines;
 - Supervise the inspection of all supplies, services and equipment purchased to insure conformance with required specifications;
 - Recommend the sale or disposal of all supplies and equipment which cannot be used by the District, or which are no longer suitable for District use;

- Maintain a bidder's list and other records necessary for the efficient acquisition of goods and services.
- b. The General Manager (or designee) is hereby authorized to sign all contracts for the purchase of goods or services awarded pursuant to this section or separately approved by the Board of Directors.

Purchase or Procurement of Goods or Services Exceeding \$25,000

- a. When the amount or value involved is at least \$25,000, the purchase shall be made by the Board of Directors through competitive bid as outlined below:
- Notice inviting bids shall include a general description of the services and/or articles to be purchased or sold, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether bid deposit or bond and faithful performance bond will be required
 - Notice inviting bids shall be posted on the Districts website at www.toddb.ca.gov and in at least two public places in the District that have been designated as the location for posting public notices, at least 10 days before the date of opening the bids.
 - The Purchasing Agent shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidder's list and may advertise the notice inviting bids in applicable publications.
 - When deemed necessary by the Purchasing Agent or Board of Directors, any bidder may be required to submit a bid deposit or bond in an amount determined by the Purchasing Agent or Board of Directors. A successful bidder (and the bidder's surety, if a bond is furnished) shall be liable for any damages upon the bidder's failure to enter into a contract with the District or upon the failure to perform in accordance with the tenor of their bid.
 - When deemed necessary by the Purchasing Agent or Board of Directors, any person or entity entering into a contract with the District may be required to furnish a faithful performance deposit or bond in an amount determined by the Purchasing Agent or Board.
 - Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.
 - At its discretion, the Board of Directors may reject all bids presented and re-advertises for bids.

- Contracts shall be awarded by the Board of Directors to the lowest responsible bidder, except as otherwise provided herein.
- All contracts shall be processed with a tracking Purchase Order and all funds encumbered at the contract value.
- If two or more bids received from responsible bidders are for the same total amount or unit price, quality and service being equal, preference shall be given to the local vendor, or the Board of Directors may accept the lowest bid made by negotiation with the tie bidders and the Purchasing Agent at the time of the bid opening.

II. Award of Bid

- a. Purchase or Procurement or Contracts shall be awarded after consideration of the following factors:
 - The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - The ability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interface;
 - The reputation and experience of the bidder;
 - The previous experience of the District with the bidder;
 - The previous existing compliance by the bidder with federal, state, and local laws and ordinances;
 - The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
 - The ability of the bidder to provide future maintenance and service of the use of the subject of the contract;
 - The number and scope of conditions attached to the bid.

- b. The provisions of this section requiring competitive bidding shall not apply to the following:
- Contracts involving the acquisition of professional or specialized services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants;
 - When the District's requirements can be met solely by a single patented article or process;
 - When no bids have been received following bid announcements under other provisions of this section;
 - When the amount involved is less than \$25,000;
 - When an emergency requires that an order is placed with the nearest source of supply;
 - When a purchase involves goods of a technical nature, and it would be difficult for a vendor to bid on a standard set of specifications, the Purchasing Agent shall undertake a thorough review of known products and a comparison of features which would most closely meet the District's needs at the least cost;
 - For janitorial services for District buildings and facilities;
 - When another agency has administered a competitive bidding process within the past two years for the same or substantially similar supplies, services or equipment and the District desires to utilize that other agency's bidding process.
- c. When the procurement falls into any of the categories listed above, and the amount does not exceed \$25,000, the Purchasing Agent may authorize the use of the other purchasing procedures set forth in this section, depending on the value of the goods or services. When the procurement falls into one of the categories listed above, and the amount exceeds \$25,000, procurement without competitive bidding must be authorized by the Board of Directors by simple majority, except as otherwise provided above.
- d. Any request for an exception under this section shall include the nature of the contract, amount of the contract, and the reasons why competitive bidding is not feasible.

III. Purchase or Procurement of Goods or Services between \$10,000 and \$25,000

- a. All purchases or procurement for goods or services that exceed \$10,000 shall be authorized by the Board of Directors at a Regular or Special Meeting thereof.
- The provisions of this section requiring Board authorization shall not apply for maintenance and repair of District owned buildings or facilities.

- b. If the amount or value involved in a purchase is \$10,000 or more, but less than \$25,000, the Purchasing Agent may allow the purchase without written bid, by informal price checking through telephone or mail inquiry, comparison of prices on file or otherwise, subject to Board authorization.
- c. Every attempt shall be made to receive at least three price quotations.
- d. At the discretion of the Purchasing Agent, the acquisition of goods and services the value of which is at least \$10,000, but less than \$25,000, the formal competitive bid process may be used.

IV. Purchase or Procurement between \$101 and \$10,000

If the amount or value involved in a purchase is at least \$100, but less than \$10,000, the Purchasing Agent may make the purchase, without written bid, by using purchase orders or by direct purchase and through comparison pricing from at least 3 sources via telephone, internet, written price proposal or using on site information.

- a. A summary of all purchases authorized by the Purchasing Agent (or designee) between \$5,000 and \$10,000 shall be provided to the Board of Directors on a monthly basis.

V. Purchase or Procurement Up To \$100

If the amount or value involved in a purchase is \$100 or less, the Purchasing Agent may make the purchase, without written bid, by using direct purchase, including by using available petty cash.

VI. Credit card purchases.

It is recognized that certain authorized employees are issued a District Credit card for incidental purchases. Incidental purchases include fuel for vehicles, small supplies such as hardware, and online purchases where a credit card is the only method of payment. In addition, while traveling on District business, credit cards may be used for transportation, hotel, and meals when applicable and authorized by the General Manager. All credit card purchases shall be authorized by the General Manager. Credit Card purchases shall not be used for the purpose of evading the competitive bidding provisions of this Policy.

VII. Purchase Orders.

All Purchase or Procurement over \$1,000 shall be documented by a purchase order prepared by the Purchasing Agent. The original copy shall be directed to the vendor and one copy shall be retained for the purchase order file. The final copy shall be directed to the department for whose benefit the purchase is being made to be used as a receiving report.

VIII. Availability of Sufficient Funds.

No purchase order shall be issued until it has been ascertained that there is to the credit of the department of the District for whose benefit such purchase is to be made a sufficient unappropriated balance in excess of all unpaid obligations to defray the amount of such order.

IX. Inspect and Review.

The Purchasing Agent shall require the inspection of supplies and equipment delivered, and contractual services performed, to determine their conformance with the specifications and requirements set forth in the order or contract.

X. Surplus Supplies and Equipment.

At such times as determined by the Purchasing Agent, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Purchasing Agent shall have the authority to sell trade or exchange all said supplies and equipment. The manner of disposing of surplus property shall be consistent with the procedures for Purchase or Procurement set forth in this section, depending on the value of the property.

XI. Splitting Orders Prohibited.

It is unlawful to split or separate into smaller orders the purchase of supplies, materials, equipment or services for the purpose of evading the competitive bidding provisions of this Policy.

XII. Exceptions – Public Projects.

This Policy is expressly made inapplicable to bids for public projects as defined by Public Contracts Code Section 20680 and where the expenditure required for the public project exceeds the limit set by Public Contracts Code Section 20682. The provisions contained in Public Contracts Code Section 20680 et seq.

XIII. Exceptions – Contracting during Declared Emergencies, Emergency Cleanup, or Emergency Cleanup of Hazardous Materials or Waste.

When, in the discretion of the General manager, or designee, it is determined that a declared Emergency exists, or a hazardous spill has occurred and that immediate cleanup is required to prevent the spill from entering the storm drain system or any watercourse, the General Manager, or designee, may contract for the cleanup of the spill. Any such contract in the amount of \$10,000 or less may be entered into on behalf of the District by the General Manager, or designee, without prior Board of Directors approval; however, a contract in excess \$10,000 shall be ratified by the Board of Directors at the next regular or special meeting of the Town of Discovery Bay Board of Directors.

XIV. Protest Procedure.

After the award of any contract, any unsuccessful bidder may challenge the bid procedure by filing a written protest with the General Manager. The protest must set forth the reasons for the challenge and must be filed within 10 days of the award of the contract. The General Manager shall review the protest and provide a written reply in an expeditious manner. The decision of the awarding authority with respect to the protest shall be final. Failure to file a timely protest shall be deemed a waiver of any challenge to the procedure or award of contract.

*Town of Discovery Bay Community Services District
Contra Costa County, California*



This Page Left Intentionally Blank



Town of Discovery Bay

Program Area: Parks and Landscaping	Policy Name: Park Rules and Regulations	Policy Number: 012
Date Established: April 20, 2011	Date Amended: July 16, 2013	Resolution: 2013-13

GENERAL INFORMATION

These Rules and Regulations shall apply to all Town of Discovery Bay Community Services District's (District) owned or maintained Parks and common areas.

II. PARK HOURS

Park hours shall be based upon the amount of light available for the safety of park users. Closing hours are one-half hour after sunset to one-half hour before sunrise on the following day.

When the parks are closed, lighted pathways may be used for traveling from one location to another; however, loitering on any pathway after the park is closed is prohibited.

No person may enter, loiter or remain, or allow or maintain a motorized vehicles, bike or skateboard, in any park after the park is closed for public use. No vehicle may be left overnight for any reason, without the authorization of the General Manager or his/her designee.

III. PARK USE

In general, park use is on a first come, first served basis. However, reservations are strongly encouraged and are required for all sports leagues, organizations, groups over 50, or any time a user intends to bring inflatable play equipment into any Park.

Any user who has made a reservation has priority over a user that has not made a reservation.

Individuals or groups wishing to make a reservation must be at least 18 years of age. Applications must be submitted to the District office a minimum of five (5) days in advance of their scheduled event.

To reserve an area in one of the Parks, the following process must be followed:

1. The user must obtain a packet from the Town office which includes the following:
 - a. Park Usage & Rental Policy
 - b. Park Reservation & Rental Fee Schedule
 - c. Park Reservation & Use Permit Application

2. All Fees and Deposits must be paid to the District office a minimum of five (5) days in advance of their scheduled event.

All terms and regulations of the "Park Usage & Rental Policy" shall apply to reservations.

IV. ATHLETIC FIELDS (BASEBALL & SOCCER)

In general, the use of all baseball and soccer fields will be governed by "Memorandum of Understanding (MOU)" which is negotiated annually with specific user groups.

When a field is not scheduled for use under a League or Organization agreement (MOU), it is available for public use. Reservations for day use can be made at the District office.

All users will adhere to the "Rainy Day" policy where if it has rained anytime in the three-hour period prior to scheduled field use, all activity shall be canceled. If rain begins during field use and continues for thirty minutes, all activity shall be canceled. Additionally, if the field is obviously too wet or in a condition where practice or active play would damage the field or turf, such practice play shall be postponed until the field has dried out to a point

IV. ATHLETIC FIELDS (BASEBALL & SOCCER) – Cont.

where footprints will not make a lasting impression. Users may reschedule their event or receive a refund if they have been rained out.

Users may not use fences for backstops, goals, or the like, which may cause damage.

V. BASKETBALL COURTS

For safety reasons, open-toe shoes or sandals are not permitted.

Hanging from the basketball rims and slam dunking is not permitted.

All disputes and disagreements shall be handled in a calm manner. Fighting or loud, abusive language is prohibited and will lead to removal from the courts.

When players are waiting, the following rules apply:

1. Games are played to 11 points, with each basket being worth 1 point.
2. Winning teams may remain on the court until they lose.
3. Full court games take precedence over half-court games; however, if a half-court game is in progress, full court games must wait for the current game to finish before taking court.
4. If the winning team of a half-court game does not wish to play full-court, they must leave the court.

VI. TENNIS COURT

For safety reason, tennis shoes must be worn at all times.

Courts are to be used for Tennis or Tennis like sports, ONLY. All other equipment is strictly prohibited.

Tennis courts may be reserved at the District office on a first come, first served basis.

Players holding reservations have priority use of the Tennis Courts; however, if the reservation holder arrives late (20 minutes) or more, the reservation is forfeited.

When operating on a first come, first serve basis, one user can not hold a court while waiting for another. All users must be present to secure a court.

When players are waiting, the following rules apply (except in the circumstance of a reservation):

1. Users already in play on the court may finish their match.
2. Singles matches may not exceed 1 hour.
3. Doubles matches may not exceed 1 ½ hours.
4. Once a match has been completed, the players must give use of the court to waiting users.

No animals are allowed on the court or inside the tennis area.

Persons not abiding by the above rules may be denied permission to use tennis courts in the future.

VII. SPLASH PAD

The Splash Pad is unsupervised. All persons using the facility do so at their own risk.

All children must have adult supervision at all times.

Swim suits and/or appropriate attire must be worn at all times.

Footwear/sandals are strongly recommended.

Food and/or beverages of any kind are not allowed on the Splash Pad.

No glass containers or breakable objects are allowed on the Splash Pad.

No skateboards, roller blades, bicycles, and/ or scooters are allowed on the Splash Pad.

Dogs/pets are not allowed on the Splash Pad.

Swim diapers are required for all non-toilet-trained users.

VII. SPLASH PAD (Cont.)

Roughhousing or violent play is prohibited.

The Splash Pad is not available for reservation.

Operations Hours will vary depending on temperature, time of year, budget availability and safety concerns.

VII. SWIMMING POOL

General Pool Rules

All users over the age of 2 entering the pool facility must pay an entrance fee.

Swimmers must shower before entering pool.

All users will comply with the direction of the Lifeguard(s) and/or Aquatics Staff. Failure to comply will result in dismissal from the facility.

Users will limit their conversations with the Lifeguards. General questions should be directed to Aquatics Staff in office.

Users shall not block the view of a Lifeguard.

Food and drinks may be consumed on lawn areas inside or surrounding the pool area; No food or drinks of any kind will be allowed on the pool deck.

No glass containers are allowed within the pool area.

Children under thirteen years of age must be accompanied by a responsible person over the age of 18.

Children six years of age and under must remain within arm's reach of the adult, in or out of the water, at all times.

Children between the ages of 13 and 18 need not be accompanied by a responsible person over the age of 18, as so long as their parent/guardian signs waiver in the presence of Aquatics personnel.

Attire

All swimmers must wear a bathing suit. Only clean bathing suits are allowed in the pool.

Rash guards that are loose are permitted in the water for sun protection purposes only.

Clothing with metal zippers, snaps, buckles or buttons are not permitted.

Street clothing including; T-Shirts, basketball shorts, cut-offs, bike shorts, leotards, etc. are not allowed in the water.

Infants and Toddlers must wear swim diapers under their swimsuits.

Conduct and Safety

No running in the pool area.

No roughhousing inside the pool area, showers or locker rooms.

No person shall hang on the back of another person.

No floatation devices (water wings, inflatable tubes, etc.). Only US Coast Guard approved lifejackets that have been inspected by Aquatics personnel are allowed. An adult must be supervising the child at all times.

Small toys are allowed in the water once they pass the approval of the lifeguard on duty.

No profanity

Animals are not permitted in the pool area.

Swimmers may be required to demonstrate, to a lifeguard, that they can swim one width of the pool to be eligible to swim in the deep end.

Operations Hours will vary depending on temperature, time of year, budget availability and safety concerns.

IX. ANIMALS WITHIN THE PARK

No person owning, possessing, harboring or controlling any animal shall allow such animal to be at large. In the case of a dog, at large means "not under effective restraint by a leash". In the case of animals other than dogs, at large means "not in the immediate presence or under their effective control of such person, in any place or position with the capacity to injure persons or property, or fights, bites or causes harm to any other animal or person".

It shall be the responsibility of persons having charge of any animal to collect and dispose of excrement deposited in any public park.

IX. ANIMALS WITHIN THE PARK (Cont.)

No animal may enter or remain within any park area reserved for children or enter any play apparatus area.

No animal may be left unattended.

With the authorization from the District's General Manager, or his/her designee, animals may be brought onto public parks or facilities for the purpose of animal shows, exhibits, festivals and the like.

All park users are subject to Contra Costa County Ordinances relating to animal control services. Violations may be reported directly to Contra Costa County Animal Services at (925) 335-8398.

X. AUTOMOBILES, BICYCLES AND OTHER CONVEYANCES

Unless specifically authorized, no person shall drive or propel any automobile, truck, motorcycle, motor scooter, motorized skate boards or scooter, or any other motor powered vehicle within any park, except on the roads, driveways and/or parking lots provided and designated by the District General Manager or his/her designee for such use.

Parking overnight in any park parking lot is prohibited.

No person shall park any vehicle on any lawn or planted area in any park, unless specifically authorized by the District's General Manager or his/her designee.

No person shall wash, grease, service or repair any vehicle in public park areas unless authorized by the District's General Manager.

No motor vehicle or other conveyance shall be parked in any other area than an established or designated parking area.

Persons shall not ride or drive any horse or other animal within parks or common areas, unless authorized to do so by the District's General Manager or his/her designee.

Persons riding bicycles, skateboards, skates may ride upon the designated improved park road or pathway (asphalt or concrete) only, and then only when operated in a safe manner and yielding to pedestrians. Trick and exhibitions, including grinding, jumping starts and rails on benches, are strictly prohibited.

Caution and courtesy shall be followed when riding bicycles, skateboards or roller skates within any public park.

XI. FIRES, CAMPFIRES AND BARBEQUES

Fires, campfires, and barbecues (BBQ) shall be permitted only in grills already provided in the park and may not be left unattended. Fuel shall be of such types and fires kindled in such a manner as to prevent the danger of fire in the surrounding vegetation. No personal BBQ's are allowed unless specifically authorized by the District's General Manager or his/her designee.

Before leaving the premises, a park user starting a fire in an authorized place shall be responsible for assuring that the fire is thoroughly extinguished. Used coals, fuel or other flammable material used to cook should be left on the grill provided in the park and should not be dumped into garbage receptacles, bushes or on any lawn area.

XII. USE OF INFLATABLE PLAY EQUIPMENT

The District requires any user, or operator, who intend to bring inflatable play equipment into the park provide the District with a certificate of liability insurance for one million dollars (\$1,000,000.00) with the Town of Discovery Bay Community Services District named as an additional insured. The certificate must be on file with the District office at least five (5) business days prior to the event. Proof of insurance may be faxed to (925) 513.2705.

Inflatable play equipment may only be operated in areas specifically designated by the District.

Power sources are not available at Ravenswood Park. Generators may be used only with District authorization, and only between the hours of 10am and 6pm.

XIII. GOLF, ARCHERY AND HORSESHOES

No person shall play or practice golf, archery or horseshoes, except in designated areas.

XIV. MODEL AIRPLANES, CARS AND OTHER SIMILAR DEVICES

No person shall fly model airplanes or operate gas powered model cars, vehicles, or other similar gas powered remote controlled devices within the grounds of any District park.

Battery powered remote controlled vehicles or devices may be used, but in a courteous manner, yielding to pedestrians and other park users.

XV. RESTROOM USE

No person shall use restrooms designated for the opposite sex, except children (age 6 and under) accompanied by an adult.

All persons shall cooperate in maintaining restrooms in a neat and sanitary condition.

XVI. ALCOHOL

No person shall consume, possess, sell, serve or cause to be served, any alcoholic beverage of any kind within a park area (reserved or not).

Violation of this regulation shall be grounds for immediate removal from any park area, citation by the Contra Costa County Sheriff's Department, and revocation of future use and reservation privileges.

XVII. DISORDERLY CONDUCT PROHIBITED

Public parks are for the enjoyment and benefit of those persons who desire to use the facilities in an orderly manner. Disorderly conduct, including the following, is prohibited:

1. Use of language which is offensive and likely to provoke an immediate violent reaction, including playing music which would do the same.

2. Throwing of rocks, stones or other missiles, likely to cause damage to any person, property, or animal. Use of typical play equipment, such as a Frisbee or baseball, shall be allowed so long as it does not endanger other park users.
3. Carrying firearms or other dangerous weapons in the park, that is potentially dangerous to human safety and wildlife, other than police officers in the discharge of their duties. Weapons prohibited under this section include, but are not limited to: firearms, any gun, pistol, bow and arrow, slingshot, or any type of object or device capable of propelling a projectile, knives (other than pocket or kitchen knives for the purpose of preparing or serving food), daggers, and martial arts weaponry, axes or machetes.
3. Possess, sell, display or discharge any fireworks or firecracker of any sort, except with explicit written authorization from the District General Manager and the East Contra Costa Fire Protection District.
4. Playing any game of chance, or operating any gaming table or instrument, or equipment designed for such game of chance.
5. Aggressive behavior, such as pushing, shoving, or intentionally walking/riding close to another while walking, running, riding a bicycle, scootering, skateboarding, or roller/in-line skating.
7. Begging or soliciting contributions or subscriptions.
8. Climbing upon or tending to deface any wall, fence, shelter, building, structure or other public facility or equipment.
9. Appearing unclothed or in such attire, costume or clothing as to be exposed to public view.

Persons who are disorderly or publicly offensive to other park users or nearby residents shall be asked to cease such activity, and upon failure to do so, may be required to leave the park.

XVIII. EXCESSIVE NOISE PROHIBITED

No person shall make excessive noise that distracts or disturbs park patrons or nearby residents.

XIX. SELLING AND ADVERTISING

No person shall sell, offer for sale, or give away any goods, wares or merchandise, or services (including training courses) within any park without having obtained authorization from the District's General Manager or his/her designee.

No person shall affix, cause to be posted or affixed to any tree, shrub, plant, fence, building, structure, monument, wall apparatus, post, bridge, bench, gate or other physical object, any handbill, circular, booklet, card, pamphlet, sheet, poster or written or printed notice advertising any commodity, article, merchandise, business activity, person, or thing within any public park without the prior authorization of the District's General Manager or his/her designee.

XX. EMERGENCIES

In an emergency or when the District's Board of Directors shall determine that the public interest, or public health, or public safety demands such action, any park, or any part or portion thereof, may be closed to the public and all persons may be excluded there from until the District's Board of Directors or emergency personnel shall determine that public use of the

park or the portion thereof may be properly resumed and orders the park or portion of thereof reopened to public use.

XXI. EXHIBITIONS, EVENTS, FESTIVALS, MEETINGS & ASSEMBLIES

Any person group, society, club or organization wishing to set up or maintain any exhibition, place of amusement, concert, picture show, bandstand, performance, entertainment or other form of amusement, or a function, business meeting, assembly, demonstration or any large gathering (with the exception of a parade) where the expected attendance is 50 people or more occupying the park at any one time, must first obtain permission from the District's General Manager or his/her designee.

All requests for authorization under this section must be submitted no less than 45 days prior to the event to allow District staff time to prepare for the event.

Groups of any size requiring the assistance from the District (i.e. street barricades, etc.) must make a request in writing to the District at least 30 days prior to the event and may be required to reimburse the District for costs incurred as a result of the event. The District's General Manager or his/her designee may waive these requirements on a case-by-case basis.

Users wishing to stage or disperse a parade in a park and who have the necessary permit from the District are exempt from the requirements of this section.

XXII. CAMPING

No person shall camp, lodge, erect a tent, or other temporary structure overnight in any public park without the authorization of the District's General Manager or his/her designee.

XXIII. CARE AND MAINTENANCE OF THE PROPERTY

All refuse and debris within the park area shall be deposited within the appropriate can or receptacle provided. When a can or receptacle is not provided or is full, users must remove their refuse or trash from the park and properly dispose of it elsewhere.

No person shall cut, break, injure, tamper with, deface, remove or disturb any tree, shrub, plant, rock, building, wall, fence, bench, sign, regulations, structure, apparatus or property; or climb any tree or wall, stand or sit upon monuments, bases, fountains, railings, fences, or any other property not designated for such purposes, nor shall persons hitch a horse or other animal to any tree or structure.

No person shall construct or erect any building, run or string any public service utility except by special written authorization.

No person shall wear footwear that will damage, injure, or create the need for excessive maintenance on any field, court, deck, floor, turf, or specialized surface prepared for particular games or activities.

XXIII. CARE AND MAINTENANCE OF THE PROPERTY (CONT.)

Only persons authorized by the District shall perform any work in or upon the park. Work, such as taking up or replacing soil, turf, ground, pavement, structures, trees, shrubs, plants, or flowers, shall be performed solely under the authorization of the District's General Manager or his/her designee.

No person shall use a park or any portion of the park when posted by the District as being closed for any reason, including, but not limited to when the park or portion thereof is closed for repairs or maintenance.

No user may engage in graffiti, tagging, or other defacing of District property or the property of others.

No person shall place or dump any foreign material like dirt, rocks, grass clippings, building materials, bottles, cans or anything similar on or within all parks and common areas.

XXIV. CONDITIONS AND LIMITATIONS

Entry into the parks including reservations issued under the provisions of this chapter are subject to such reasonable conditions as the issuing body may deem necessary in order to ensure that the proposed use will be compatible with the general use of the park. Such conditions may include, but are not limited to the following:

1. Limitations on the times during which the proposed use will be permitted;
2. Limitations on the locations at which the use will be permitted;
3. Limitations on the number of people that will be permitted to participate in a use given a location;
4. Requirement that the applicant furnishes proof of insurance for one million dollars (\$1,000,000.00), naming the District as an additional insured when the event poses serious liability to the District, its agents and/or employees;
5. Requirement that the applicants furnish private patrol or security where the nature of the use will impose undue burdens on the police services of the District;
6. Requirement that the applicants provide temporary sanitary facilities, trash containers, etc.
7. Require that the applicant post fees, deposits, or other security to cover the extraordinary costs which may be incurred by the District as a result of the proposed use.

No conditions imposed under these Rules and Regulations shall unreasonably interfere with the rights of individuals to express themselves or assemble, provided, however, that such activities shall be subject to such reasonable regulations so as to ensure the rights of the people to use their public parks shall not be unreasonably impaired. All users shall comply with all park rules and regulations unless otherwise specifically exempted there from.

END

*Town of Discovery Bay Community Services District
Contra Costa County, California*





Town of Discovery Bay

Program Area: Parks and Landscaping	Policy Name: Park Usage Rental Policy	Policy Number: 013
Date Established: April 20, 2011	Date Amended: January 8, 2014	Resolution: 2014-01

I. GENERAL INFORMATION

The Park & Facility Usage and Rental Policy outlines specific regulations and requirements associated with the permitted rental of a public facility and/or area within the Town of Discovery Bay Community Services District (District) owned or operated park. Obtaining a permit shall grant the user basic usage and access rights for the approved purpose and time only. Any fees or deposits established by the District Board of Directors shall be paid by the applicant before the effective date of the permit. All users shall comply with County, State and Federal laws.

The District reserves the right to cancel, revoke or suspend any and all reservations, permits and applications if deemed inappropriate, flagrantly disrespectful or if harmful activities are taking place in the park or facility. No notice is required and, in some cases, the Sheriff will be notified and enforcement action will be requested. Violations of this policy may result in forfeiture of fees and/ or deposit.

Facilities and parks available for rental include:

1. Cornell Park, Tennis Court
2. Cornell Park, Pickle Ball Courts
3. Cornell Park, Baseball Field
4. Cornell Park, Soccer Field
5. Cornell Park, Shaded Picnic Area
6. Cornell Park, Horse Shoe Pits or Bocce Courts
7. Ravenswood Park, Covered Picnic Area 1
8. Ravenswood Park, Covered Picnic Area 2
9. Ravenswood Park, Soccer Field
10. Community Center, Tennis Court(s)
11. Community Center, BBQ Area
12. Community Center, Reception Area
13. Community Center, Arts and Crafts/Meeting Room
14. Community Center, Multi-Purpose Room

II. ELIGIBILITY & PRIORITY

The District reserves the right to exclude or remove activities it deems inappropriate for public use. District business will take precedence over any and all other meetings. Groups that have a reservation in advance are subject to cancellations, in rare circumstances, to accommodate this priority. All fees will be returned to the user if the District requires a cancellation or relocation of the reserved event.

In issuing permits, priority shall be given to Discovery Bay residents and events serving the Discovery Bay community.

III. RESERVATION REQUIREMENTS

The renter must be over 18 years of age, and submit a complete Reservation Form to the District offices, a refundable damage deposit, and all applicable user fees and insurance as described in Insurance Requirements. Renters are required to provide the name and phone number of the principal contact person and a secondary contact. This person must be present onsite during the approved rental period and will be the emergency contact, and is responsible for ensuring compliance with the policies outlined. A copy of the permit must be onsite and available upon request by District staff or representatives during approved rental period.

Single day reservation may be made up to one (1) year in advance. Long-term league reservations may be made up to four (4) months in advance, unless previously approved by the Town of Discovery Bay CSD Board of Directors.

No reservation or agreement will be issued or signed until the requesting user has paid the applicable deposits and fees.

Insurance Requirements: All sports leagues, organizations, groups over 50, or inflatable play equipment operators are required to provide the District with a valid Certificate of Liability Insurance (in the amount of \$1,000,000.00), with the Town of Discovery Bay Community Services District listed as an additionally insured. Insurance Certificates must be submitted to the District at least five (5) days prior to the scheduled reservation.

Cancellations: Park Rental cancellations occurring five (5) business days or more prior to the event will be refunded all fees and deposits. Cancellations occurring four (4) business days or less prior to the event will forfeit all applicable fees but be refunded all of the deposit.

Cancellation for Indoor Facility Rentals at the Community Center occurring sixty (60) days or more prior to the event will be refunded all fees and deposits. Cancellations less than sixty (60) days, but more than thirty (30) days prior to the event date will forfeit 25% of the total fees. Cancellations less than thirty (30) days prior to the event date, but more than fifteen (15) days prior to the event date will forfeit 50% of the total fees. Cancellations occurring less than fifteen (15) days prior to the event date will forfeit all applicable fees. In all cases of cancellation, the deposit shall be returned.

Cancellation fees above do not reflect any cancellation processing fees. Processing fees are in addition to the cancellation fees described here.

Clean Up: Renters are required to clean up and return the park or area to the original condition. Trash must be placed in the receptacles provided. Trash that does not fit in the trash receptacle must be disposed of properly by the renter.

Reasonable party decorations are permitted. However, users may not put staples or nails into any tree, sign, wall or table for any purpose. All decorations must be taken down and removed from the facility.

Deposit Forfeiture: Renter agrees to take full responsibility for the behavior of their guests during the rental period. Children must be supervised at all times by adults. Any charges for damage to the park or facility or its furnishings will be deducted from the deposit. Rentals that exceed the reserved time period will be charged the hourly rate to be deducted from the deposit. Failure to leave the rented area in satisfactory condition will result in deposit forfeiture. Upon a satisfactory inspection of the premises by District staff, the deposit check will be destroyed or returned to the applicant.

Prohibited Activities: No person shall consume, possess, sell, serve or cause to be served, any alcoholic beverage of any kind within any park area, unless expressly authorized in advance of the event by the Board of Directors. The General Manager, or designee, is authorized to approve service of alcoholic beverages for private events taking place at the Discovery Bay Community Center once a complete and approved application is received and all insurance requirements and other conditions of approval are approved. See Special Conditions regarding the serving and or/sale of Alcoholic beverages, below. Fires and barbecues (BBQ) shall be permitted only in grills already provided in the park. There shall be no overnight events or camping at any Discovery Bay park facility unless expressly authorized in advance of the event by the Board of Directors.

Special Conditions regarding the serving and or/sale of Alcoholic beverages:

If alcohol is to be served or sold, it must be indicated on the rental application. The General Manager or Board of Directors, as identified above, must approve any application which includes consumption or sale of alcohol. Once approved, it is the responsibility and liability of the Renter and/or organization renting the facility. At the discretion of the General Manager, or designee, security may be required on a case by case basis.

To sell alcoholic beverages at your event, a valid alcohol permit from the California Department of Alcoholic Beverage Control Board (A.B.C.) must be obtained. The permit must be on file with the District offices at least ten (10) days prior to your event.

Food and Alcohol may be consumed without an Alcohol permit from the A.B.C. when there is no monetary exchange for the food, beverages or admission charged for the event.

Violation of any of these requirements will result in immediate termination of Renter's event and will result in forfeiture of the damage deposit.

The District may require additional deposits, insurance and/or security for events where alcohol is served. These additional requirements will be determined by the circumstances of each rental request.

Food Preparation: Food and non-alcoholic beverages may be served, but not prepared on site for any indoor facility rentals at the Community Center.

Exhibitions, Events, Festivals, Meeting and Assemblies: Any person, group, society, club or organization wishing to set up or maintain any exhibition, place of amusement, concert, picture show, bandstand, performance, entertainment or other form of amusement or function where the expected attendance is fifty (50) people or more occupying the park at any one time, must first obtain written authorization from the District's General Manager. These types of requests must be submitted no less than sixty (60) days prior to the event.

IV. MISCELLANEOUS

Any policy listed herein may be waived or modified on a case-by-case basis and at the discretion of the Board of Directors. The General Manager, or designee, may waive or modify any time sensitive provision of this policy.



Town of Discovery Bay

Program Area: Finance	Policy Name: Reserve Fund Policy	Policy Number: 014
Date Established: January 4, 2012	Date Amended: N/A	Resolution: 2012-03

A. Purpose

Prudent financial planning and fiscal responsibility includes anticipating and preparing for future funding requirements as well as unforeseen and unexpected emergencies, disasters, and other events. The Town of Discovery Bay CSD (TODBCSD) has established a reserve fund for its long term organizational and operational stability and the reserve funds enable the TODBCSD to cover expenditures due to unforeseen and unexpected cash flow requirements. This Reserve Fund Policy ensures that the TODBCSD accumulates, manages, maintains and uses certain financial resources only for specified purposes.

B. Reserve Funds

The TODBCSD's reserve funds are established, maintained and set aside for a specific, designated purpose, and therefore are restricted in the way they can be used.

C. Specific Reserve Funds

The TODBCSD maintains the following reserve fund:

1. Capital and Operating Reserve. The Capital and Operating Reserve is to be utilized for unforeseen capital projects that are necessary to meet regulatory requirements, system reliability, and future needs; and to cover cash flow shortages caused by a short-term, unexpected disruption of anticipated revenue or when expenses become due before the anticipated revenue to pay those expenses is received. It is the goal of the district to maintain the Capital Reserve of no less than 30% of the Water and Wastewater annual operating revenue.
2. Lighting and Landscaping #8 Reserves. The Capital Reserve is to be used for capital projects that are necessary to meet regulatory requirements, and future improvements; and to cover cash flow shortages caused by a short-term, unexpected disruption of anticipated revenue or when expenses become due before the anticipated revenue to pay those expenses is received. It is the goal of the Lighting and Landscaping District (LLD) #8 to maintain the capital reserve of no less than 50% of the total operating revenues.

3. Lighting and Landscaping #9 Reserves. The Capital Reserve is to be used for capital projects that are necessary to meet regulatory requirements, and future improvements; and to cover cash flow shortages caused by a short-term, unexpected disruption of anticipated revenue or when expenses become due before the anticipated revenue to pay those expenses is received. The Lighting and Landscaping District (LLD) #9 reserve account will maintain a reserve of no less than 50% of the total operating revenues and is limited to a maximum of 200% of the total funds collected by the LLD. After the reserve has accrued to the maximum amount, any money received by the LLD in excess of what was spent on the annual maintenance and administrative costs will be returned to the property owner in the form of a reduced assessment for the following year.

D. Management Of Reserve Funds

The General Manager or designee shall be responsible for managing the reserve fund. The Board of Directors must authorize the expenditure of money from the TODBCSD's reserve fund. The TODBCSD's Finance Department will review the balance of the reserve funds, work collaboratively with the General Manager to ensure the accuracy of the annual report, and evaluate the goals and purposes of each reserve fund and recommend adjustments as may be necessary or desirable.



Town of Discovery Bay

Program Area: Finance	Policy Name: Disposition of Surplus	Policy Number: 015
Date Established: February 1, 2012	Date Amended: N/A	Resolution: 2012-05

A. Purpose

The purpose of creating a procedure for the Town of Discovery Bay Community Service District (District) for the disposition of surplus property is to establish guiding principles and direction to staff.

B. Surplus Property Definition

Supplies and equipment are considered surplus if they are no longer required by the District, because of decreased use, poor condition, damage not worth the cost of repair, and/or obsolescence. Examples of property include small items, such as binders, calculators, and electric staplers, as well as those items inventoried, larger items such as Office Equipment, Furnishings, and Vehicles. Property can also include capital assets, which are those items that generally have a higher unit cost and are inventoried by the District for Rehabilitation/Replacement. Examples of capital assets are playground equipment, and building or structural components, such as roofs, restrooms, and decking. This definition of surplus property excludes real property.

C. Surplus Property Determination/Valuation

The respective department manager should first determine if a supply, piece of equipment, or capital asset has become surplus, based on the definition given above. The next step is to determine the current value of the surplus property item, either from an existing source document or a reasonable estimate of replacement value, if the original source document is no longer available through the District's records.

If the current value of the surplus property item is less than \$500, the manager or designee should bring the surplus property item directly to the Finance Manager so that a receipt can be created determine its disposition, and then coordinate its disposal.

D. Surplus Property/Capital Asset Disposition Form

If the property item is deemed surplus and its current value is over \$500, then the manager must complete a Surplus Property/Capital Asset Disposition form. This form is available through the Finance Department (see Exhibit A). One copy of the form should be circulated for signatures. On the form, the manager should list the item's description, serial number, fixed asset tag number (if applicable), location, and condition. The manager

should indicate the Property's condition (good, fair, poor or broken) and then recommend a method of disposal for the property (see the following sections for descriptions of disposal methods).

After selecting the recommended action and noting any other comments, the manager must sign and date the Surplus Property/Capital Asset Disposition form and forward it to the Purchasing Agent/General Manager.

E. Methods of Disposal

There are several ways to dispose of surplus property, including:

- Transfer to another department;
- Trade in for new material, equipment or credit
- Sell;
- Donate; or
- Scrap.

i. Transfer to Another Department

Departments can transfer surplus property to one another, subject to the approval of both managers affected by the transfer. If the current value of the item is \$500 or above, the department transferring out the property should initiate a Surplus Property/Capital Asset Disposition form (see Exhibit A) and both managers are required to sign the form. If a fixed asset is being transferred, then Accounting will record the new location for the property in the fixed assets.

ii. Trade-In

Surplus property can be offered as trade-in for new equipment or material or for credit towards the acquisition of new property. If the current value of a surplus property item slated for trade-in is \$500 or over, then the Surplus Property/Capital Asset Disposition form should be completed. The estimated trade-in value of the surplus property or capital asset should be noted on the Surplus Property/Capital Asset Disposition form and on the purchase order issued for any new property resulting from the trade-in.

iii. Selling Surplus Property

Surplus property may be offered for sale. All surplus property is for sale "as is" and "where is" with no warranty, guarantee, or representation of any kinds, expressed or implied, as to the condition, utility or usability of the property offered for sale.

For any sale of surplus property with a current value of \$500 or above, the manager should indicate on the Surplus Property/Capital Asset Disposition form the recommended selling method and any other notations, in the manager approval. Appropriate methods of sale are as follows:

Public Auction – District Staff may conduct public auctions or the District may contract with a professional auctioneer and/or and Internet auctioneer for this service.

Sealed Bids - Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.

Selling as Salvage - Equipment, materials, supplies, fixtures, or facility components that are no longer capable of performing their intended function without extensive repair, or that are of no value except for reclamation purposes, may be considered salvage. Surplus property may be sold as salvage if the Purchasing Agent/General Manager deems that the value of the raw material exceeds the value of the property as a whole.

iv. Donation of Surplus Property

The manager may recommend and the Purchasing Agent/General Manager may authorize the donation of surplus property to a non-profit organization or school district located or operating in Discovery Bay or, secondarily, to any other non-profit organization or private organization that provides assistance to nonprofit organizations.

If surplus property has been approved for donation, the Purchasing Agent/General Manager will notice the availability of such property for donation, indicating the quantity, description and location of the surplus property, by one or more of the following methods: in a local newspaper or on the Districts web site (see Exhibit B). This notice will also indicate the closing date for the receipt of all requests for donation and indicate the way in which interested parties can receive additional information. Requests for donations will be accepted on a first-come, first-serve basis. The Purchasing Agent/General Manager will send a letter to the non-profit organization(s) or school district(s) that respond to the notice to advise them of the Districts terms and condition of the donation. A return letter signed by and authorized agent from the non-profit organization or school district, accepting the Districts terms and conditions is required before the surplus property can be released. If, in the opinion of the Purchasing Agent/General Manager, the donated property has a current value of less than \$1,000, then the General Manager can approve the release of the property to the recipient(s) that meet the above criteria and agree to the Districts terms and conditions. If, in the opinion of the Purchasing Agent/General Manager, the donated property has a value of \$1,000 or more the Purchasing Agent/General Manager will prepare a report identify the specific property for approval by the Board of Directors. After the Board of Directors approval, the surplus property approved for donation may then be released.

The department from which the donated property is being taken should remove any fixed asset or District property tag before the property is officially transferred to the recipient organization(s).

v. Scrap/No Value Item

Scrap, as one method of surplus property disposal, essentially means throwing an item into the trash. Scrap is recommended only after determining that none of the other methods of disposal (selling, exchange, trade-in, donation, or salvage) is feasible. Broken items that can be repaired economically will be fixed and returned to the using department.

For any broken or inoperable piece of property that, based on the recommendation of the manager and the judgment of the Purchasing Agent/General Manager, cannot be economically repaired, traded-in, sold, auctioned, donated or salvaged, the item may be scrapped, regardless of the original purchase price.

If the manager or designee recommends that any unbroken surplus property item with a current value below \$500 or several unbroken surplus property items with a collective current value below \$1,000 be scrapped, then he/she should dispose of the items. If the surplus property is obsolete or non-functional and cannot be traded in, sold, auctioned, donated or salvaged, the Purchasing Agent/General Manager may scrap such surplus property.

If a surplus property item recommended to be scrapped is not broken and has a current value equal to or above \$500, for multiple items, a combined current value equal to or above \$1,000, then the manager must complete the Surplus Property/Capital Asset Disposition form. Under these conditions, especially if District staff will directly dispose of them item(s), Board Approval to scrap will also be required. If the District staff does not directly scrap this category of surplus property but a contractor is instead hired to remove and replace the property, then the disposal method is considered utilize the trade-in mythology, not scrap mythology, and the Board approval requirement does not apply.

For multiple items proposed to be scrapped, the size of the lot and thus the total current value will be based on the items and values entered on the Surplus Property/Capital Asset Disposition form(s) submitted by the department. Splitting of the surplus lots on these forms to avoid Board reporting is prohibited. To better understand the process by which and items can be scrapped, including whether or not Board approval is required, please refer to the flow chart (see Exhibit C).

The report to the Board to request approval to scrap will be prepared by the Purchasing Agent/General Manager after receipt of the completed Surplus Property/Capital Asset Disposition form. Once the Board approval is granted, the Purchasing Agent/General Manager will then scrap the item(s).

F. Purchasing Agents/General Manager's Review and Final Disposition

In the case of the surplus property items with a current value below \$500 for a single item or below \$1,000 for multiple items within one lot, the departments do not have to complete a Surplus Property/Capital Asset Disposition form. Instead, the department

disposes utilizing the best method for disposal of these items. A log of the surplus items should be maintained upon disposal. The log will include the disposal items, the disposal date, and the disposal method.

For all surplus property items with a current value equal to or above \$500 for a single item or equal to or above \$1,000 for multiple items within one lot, the Purchasing Agent/General Manager will review the department's completed Surplus Property/Capital Asset Disposition form, concur with or recommend an alternate action, and proceed with the disposition. The Purchasing Agent/General Manager will also ascertain whether Board approval is required to donate or scrap surplus property items, depending on the current value of the items listed on the form. If further action is required, then the Purchasing Agent/General Manager will prepare a report for final approval from the Board.

After the disposal of the surplus property, the Purchasing Agent/General Manager will complete and sign the Surplus Property/Capital Asset Disposition form, noting the date, disposal method, and any proceeds received, if the property was sold. The Purchasing Agent/General Manager will also note the date that the Board approved the donation or scrapping of the surplus property if that level of approval was required.

After all signatures have been obtained, a copy of the form will be sent to the initiating department and to the Accounting, which will remove any surplus property items that had been classified as fixed assets. Finance will keep the original form on file.

G. Proceeds

Any proceeds received from the trade-in or sale of the surplus property will be credited to the General Fund.

*Town of Discovery Bay Community Services District
Contra Costa County, California*



This Page Left Intentionally Blank



Town of Discovery Bay

Program Area: Administrative	Policy Name: Intro Period New Employees	Policy Number: 016
Date Established: January 2, 2013	Date Amended: N/A	Resolution: 2013-01

I. PURPOSE

This policy establishes an introductory period for newly hired employees.

II. AUTHORITY

This has been approved by the District for use in matters regarding new hired employees.

III. GUIDELINES

- Industry “best practices” recommends a time period of an established duration for employers to assess the job functions and the necessary skills of newly hired employees.
- A 180 day Introductory Period for newly hired employees is an appropriate period of time for a new hire evaluation.

*Town of Discovery Bay Community Services District
Contra Costa County, California*



This Page Left Intentionally Blank



Town of Discovery Bay

Program Area: Administrative	Policy Name: Vehicle Use Policy	Policy Number: 017
Date Established: March 20, 2013	Date Amended: N/A	Resolution: 2013-06

I. PURPOSE

This policy establishes procedures regarding the effective and economical usage of Town of Discovery Bay owned and privately owned vehicles operated during the course of District business. Use of District owned vehicles shall be relied upon as the primary means of vehicle usage, as it provides the greatest control over operating costs, usage, maintenance, inspection, and insurance.

II. AUTHORITY

This has been approved by the District for use in matters regarding the use of all vehicles operated during the course of District business. This policy does not apply to commercial motor vehicles.

III. ASSIGNMENT OF RESPONSIBILITY

- A. The General Manager, or Designee, shall maintain a list of all employees who may be required to drive District owned or privately owned vehicles on District business. The General Manager shall also be responsible for overseeing the implementation of necessary driver training programs and ensuring that employees who require such training are in attendance.
- B. The General Manager shall coordinate all required training and maintain related records. Additionally, the General Manager shall ensure that evidence of insurance and driver's license information are maintained in each employee's file. The General Manager shall also receive and record Department of Motor Vehicles Pull Notice reports, and act accordingly if additional training is necessary.
- C. The General Manager shall review all accidents to determine whether an accident was preventable or non-preventable, and to make any necessary disciplinary recommendations.
- D. Supervisors shall routinely monitor the driving of each employee during the course of performing the employee's job-related driving responsibilities. Supervisors shall also perform necessary accident reporting requirements as stated in Section X.
- E. All District employees shall promptly provide insurance and driver license information when notified that their job duties include driving either a District owned or privately owned vehicle. Employees are to comply with all training and other reporting requirements of this policy.

IV. DEFINITIONS

- A. Preventable Accident: the vehicle operator failed to do everything reasonably possible to prevent the accident.

- B.** Non-Preventable Accident: the vehicle operator did everything reasonably possible to prevent the accident.
- C.** District Owned Vehicle: any vehicle owned by the District, and assigned on a shared, designated, or permanent basis.
- D.** Privately Owned Vehicle: any personally owned vehicle used by an employee, whether owned by the employee or not.
- E.** Vehicle Operator: any employee who is either operating a District owned vehicle or is operating a personally owned vehicle on District business.
- F.** District Business: activities that require the use of a vehicle and are authorized by the employee's supervisor. In the use of personal vehicles, District business also means that the operator is being reimbursed for mileage expenses according to Internal Revenue Service guidelines and the District's Travel Reimbursement Policy.

V. VEHICLE TYPES AND USE

A. Use of District Owned Vehicles

- 1.** District owned vehicles fall into the following three categories, and have restrictions based upon type and use:
 - a.** Vehicles that are kept overnight at District facilities, and are assigned for use on a shared or designated basis during the course of daily District business. Personal use is expressly prohibited.
 - b.** Vehicles that are assigned to managers on a permanent basis, and used for daily commuting to and from the District. According to the Internal Revenue Service, commuting to and from work and any other incidental personal usage is not considered official use, and shall be reported as taxable income. Employees authorized under this section are expressly prohibited from using the assigned vehicle solely for personal use. Employees may make reasonable, but limited personal use stops before and after assigned work shifts while traveling to and from work. Only employees who live in the Town of Discovery Bay and are assigned a District owned vehicle shall be allowed take the assigned vehicle home on a daily basis. Exceptions may be made on a case by case basis and with the prior approval of the General Manager.
 - c.** Vehicles that are designed for emergency or on-call use, and authorized for use to and from work in order to respond on a 24-hour basis. Employees authorized to operate emergency or on-call vehicles may make reasonable, but limited stops before and after assigned work shifts while traveling to and from work.
- 2.** Only District employees are authorized to operate District owned vehicles. For purposes of this section, members of the Board of Director's are not considered District Employees.
- 3.** District owned vehicles are for transporting only those employees whose duties require the use of a motor vehicle, and such other persons whose business activities are important to District interests.
- 4.** Under no circumstances shall family members or friends be transported in District owned vehicles, including those that are authorized for use commuting to and from the District or designated for emergency or on-call use. Limited exceptions may be authorized in writing by the General Manager on a case by case basis.

5. Employees who have a District owned vehicle permanently assigned to them and/or District owned vehicles assigned for use within their department are responsible for ensuring that only those persons with a valid driver's license and on official District business are allowed the use of the District owned vehicle.

B. Use of Privately Owned Vehicles

There are times in which the use of an employee's personal vehicle is preferable because either a District owned vehicle is not available or because the use of a privately owned vehicle is deemed more efficient. When such is the case, the following shall be applied:

1. An employee may use his/her privately owned vehicle when the employee has transportation needs for District business and upon written authorization by his/her supervisor.
2. Employees who regularly use their own privately owned vehicles on District business must notify their insurance company of such use.
3. It is the responsibility of the individual utilizing his/her privately owned vehicle to maintain accurate records of the purpose and extent of his/her travel, and to make substantiated claims for reimbursement per the District's reimbursement policy. The vehicle and/or mileage allowance is intended to cover the employee's cost of operating the vehicle on District business, including the cost of insurance. Further, all operating expenses of the privately owned vehicles are to be borne by the employee. This includes, but is not limited to, gasoline, oil, maintenance, wear and tear, depreciation and insurance. The acceptable methods of verifying mileage reimbursements shall be noted for each point-to-point trip segment. To calculate these distances the use of Yahoo! Maps, MapQuest, or Google Maps.
4. The District is not liable for any damage to an employee's privately owned vehicle, unless caused by the District's negligence (employee's negligence excepted). It is the responsibility of the employee operating the vehicle to notify his/her immediate supervisor, the Department of Motor Vehicles, and the employee's insurance company in the case of any accident. If an employee is responsible for an accident either while driving a District owned or personally owned vehicle, his/her own automobile insurance premiums may be increased.

VI. DRIVER TRAINING

Those employees who drive District owned vehicles are required to complete a defensive driver training course. Consideration should also be given to other employees who are regularly using privately owned vehicles as part of their essential job functions.

- A. New employees shall complete a defensive driver training at the first available course date after the commencement of employment. Instruction shall also be provided to make certain that such employees are familiar with this policy.
- B. Current employees who change assignments to include driving a District owned vehicle are similarly required to complete the provisions as stated in this section.
- C. All employees who are required to participate in defensive driver training shall be required to repeat such training at least once every three years.

VII. GENERAL GUIDELINES

- A. Employees shall obey all Federal, State and local laws while operating either District owned pool or privately owned vehicles on official District business.

- B. It is the responsibility of the employee operating either a District owned or privately owned vehicle to ensure that all persons in the vehicle use seat belts and have them properly adjusted before starting the engine of the vehicle.
- C. When cargo, materials or tools are being transported, the vehicle operator is responsible for assuring that all items are properly secured.
- D. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating.
- E. Any injuries sustained by the vehicle operator or other employees while operating a vehicle on District business shall be covered by workers' compensation.
- F. When the vehicle operator is determined to be involved in a preventable accident, the employee's manager shall recommend disciplinary action subject to review and approval by the General Manager.
- G. Alcoholic beverages and drugs shall not be transported or placed in any District owned pool or privately owned vehicle.
- H. At no time shall smoking be allowed in any District owned vehicle or rental vehicle while that rental vehicle is being used on District Business.
- I. Any employee who operates a District owned vehicle, regardless of frequency, is responsible for the proper care and operation of that vehicle.
 - 1. Before operating the vehicle and at least once a day, the employee shall check to make certain that all vehicle safety equipment including headlights, turn signals, brake lights and windshield washers are functioning properly.
 - 2. Any vehicle damage beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported to the employee's supervisor for scheduling of repairs.
 - 3. No employee shall operate a District owned vehicle found to be in an unsafe condition.

VIII. USE OF ELECTRONIC DEVICES

Employees shall refrain from operating cellular telephones, laptop computers, navigational devices and any other device that may cause vehicle operator distraction while operating a District owned or privately owned vehicle in the course of conducting District business. Employees shall make every attempt to properly park their vehicle or use a hands-free device when using such equipment.

IX. RENTAL VEHICLES

When it is necessary for a District employee to use a rental vehicle for District business, the employee shall utilize every reasonable effort to obtain the lowest possible rate for the time of use. Optional loss damage coverage should be purchased from the rental agency at the time the vehicle is rented.

X. ACCIDENT REPORTING REQUIREMENTS

Any accident involving a District owned vehicle, rented or leased vehicle or privately owned vehicle used in the performance of District duties shall be reported as follows:

- A. The vehicle operator shall summon medical care for any injured parties.
- B. The vehicle operator shall notify appropriate law enforcement agencies.

- C. The vehicle operator shall collect information about the other parties involved by completing the "Accident Kit" located in the District owned vehicle's glove box or obtained from the general Manager, or Designee.
- D. The vehicle operator shall notify his/her supervisor. The supervisor shall be responsible for initiating the departmental investigation of the accident, completing all required District reports and recommend action to the General Manager.
- E. The supervisor shall notify the General Manager.
- F. The vehicle operator must report the accident to the DMV if more than \$750 in damage was done to the property of any person or District, or anyone was injured (no matter how slightly) or killed. The report must be filed, whether the vehicle operator caused the accident or not and even if the accident occurred on private property. The report must be made on the California Traffic Accident Report, form SR 1, and must be made within ten days of the accident. If the report is not filed with the DMV, the vehicle operator's driving privilege will be suspended. The police or California Highway Patrol will not file this report.

XI. INSURANCE

Proof of insurance is required before any privately owned vehicle can be authorized for District business, and shall be provided to the General Manager, or Designee annually thereafter, no later than thirty (30) days after the policy renewal date.

- A. Insurance Requirements
 - 1. Employees who receive a monthly vehicle allowance shall maintain coverage in an amount not less than \$100,000 per person/ \$300,000 per occurrence (or a combined single limit of \$300,000) and property damage coverage in an amount not less than \$100,000 per occurrence.
 - 2. Employees that do not receive a monthly vehicle allowance and are authorized to use privately owned vehicles on District business shall maintain minimum coverage in an amount not less than \$50,000 per person/\$100,000 per occurrence (or a combined single limit of \$100,000) and property damage coverage in an amount not less than \$50,000 per occurrence.
- B. California Insurance Code §11580.9 states that where two or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss shall arise, it shall be conclusively presumed that the insurance afforded by that policy in which the motor vehicle is described or rated as an owned vehicle is primary and the insurance afforded by any other policy shall be excess.
- C. The District shall not be responsible for any increase in the employee's automobile insurance premium as a result of an accident.
- D. In the event of an accident, the employee is responsible for paying any deductibles the insurance company may require.
- E. If insurance coverage is canceled, terminated, lapsed, or for any other reason curtailed, the immediate supervisor must be notified by the employee and the vehicle shall not be used for District service.
- F. When an employee operating a District owned vehicle is involved in an accident, defense and settlement of any claim shall be the responsibility of the Special District Risk Management Agency (SDRMA), to the maximum protection limit. If an employee operating a District owned vehicle is sued independently as a result of an at-fault accident, the SDRMA may provide coverage to that employee if the accident qualifies as a covered occurrence.

- G.** Should an employee using his/her privately owned vehicle on District business be involved in an accident with resulting injury or property damage, the employee's own insurance carrier shall respond to defend the employee. Should a claim exceed the limits of the employee's liability insurance coverage, the SDRMA liability protection program would respond in an excess capacity if the accident qualifies as a covered occurrence.

XII. DRIVER'S LICENSE

- A.** All District employees authorized to use District owned or privately owned vehicles on District business must possess a valid California driver's license and provide proof of licensing upon hire.
- B.** All District employees must maintain a driver's license appropriate for the class of vehicle to be driven.
- C.** An employee whose driver's license is suspended or revoked for any reason must notify their supervisor no later than the first workday following suspension or revocation of their driver's license. Such employee shall not be allowed to operate any District owned or privately owned vehicles on District business.
- D.** Employees who possess temporary driving permits or hardship licenses shall not be permitted to operate District or privately owned vehicles in the performance of official District duties.

XIII. REVIEW OF DRIVING RECORD

- A.** The District shall enroll employees that operate District owned or privately owned vehicles on District business in the Department of Motor Vehicles (DMV) Pull Notice Program. When a vehicle operator has received a violation, the DMV assigns points according to the type of violation, and automatically sends notification to the District.
- B.** In compliance with Vehicle Code Section 1808.47, all information received from the DMV shall be used solely for the intended purpose, and kept in locked storage. Under no circumstances shall addresses or other information be given to a third party.
- C.** An employee who has an accumulation of four or more points in a 12 month period or six in a 24 month period or eight in a 36 month period may have District driving privileges suspended at the discretion of the General Manager.
- D.** Any employee involved in a preventable collision or demonstrating questionable driving capabilities shall be required to attend remedial training in defensive driving. An employee may be regarded as having questionable capabilities based on a review of points assigned to him/her by the DMV in connection with citations and/or vehicular accidents.
- E.** Employees involved in additional preventable accidents or have a disqualifying action taken against their driver's license shall be subject to disciplinary action, the severity of which will be determined by the nature of the offense and the employee's past driving and disciplinary action records.
- F.** An employee who has been determined to be involved in two or more preventable accidents within a 36 month period while operating a District owned or privately owned vehicle in the performance of official District business shall be subject to disciplinary action up to and including suspension of District driving privileges, or termination.
- G.** Any conviction resulting from driving while under the influence of drugs or alcohol (DUI) or refusal to submit to a lawful roadside sobriety test shall result in disciplinary action up to and including suspension of District driving privileges.

- H. Intentional abuse, moving violations, reckless operation, or negligent actions while operating any vehicle may result in the suspension of the employee's driving privileges, and is grounds for further disciplinary action.
- I. Temporary or permanent suspension of District driving privileges for employees whose position requires operation of a vehicle shall be considered a loss of the ability to perform an essential job function.
- J. If an employee has District driving privileges suspended, the District shall attempt to arrange for the employee to perform the essential functions of the job. If such accommodation is not possible or creates an unreasonable hardship for the District or coworkers, loss of District driving privileges shall be considered just cause for reassignment to a position that does not require operation of a vehicle at a pay rate commensurate with that position. If no such position is open, the employee may be terminated.

XIV. ACKNOWLEDGEMENT

Upon receipt of this policy, each employee shall sign a form acknowledging that he/she is aware of this policy, including the legal issues arising out of the use of his/her privately owned vehicle on District business.

XV. REFERENCES

Vehicle Code Sections 464, 1808.47, 12810, 16056, 27315
Insurance Code §11580.9

EMPLOYEE ACKNOWLEDGEMENT OF VEHICLE USAGE POLICY

This is to acknowledge that I have received a copy of the Town of Discovery Bay's Vehicle Usage Policy and that I have read the policy and understand my rights and obligations under the Policy.

I understand that this Policy represents only current policies, procedures, rights and obligations and does not create a contract of employment. Regardless of what the Policy states or provides, the District retains the right to add, change or delete provisions of the Policy and all other working terms and conditions without obtaining another person's consent or agreement.

My signature below further signifies that I have read this Policy and that I accept and will abide by all of its provisions.

PRINT FULL NAME _____

SIGNED _____

DATE _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)



Town of Discovery Bay

Program Area: Board	Policy Name: CA Public Records Act	Policy Number: 018
Date Established: December 4, 2013	Date Amended: N/A	Resolution: 2013-23

TOWN OF DISCOVERY BAY BOARD POLICY CALIFORNIA PUBLIC RECORDS ACT

Public records maintained by the Town of Discovery Bay Community Services District are available for inspection by members of the public in accordance with these guidelines and the Public Records Act which is found in California Government Code Section 6250 and following, and attached to this Policy.

MAKING A REQUEST

Requests may be made in person, by mail or by email. When making a request, it is recommended that requestors provide contact information in order that they may be contacted when their request is filled, or if additional clarification is necessary.

While it is not required, it is recommended that you use the Town of Discovery Bay "Request for Public Records" form, attached to this policy. Any request should contain a reasonably specific and focused description of the desired information. If possible, identify dates, subjects, titles and authors of the records requested. The Public Records Act requires staff to assist you in identifying the records and information that is responsive to your request.

The request should state whether the request is to inspect records or to obtain copies of records.

DIRECT THE REQUEST TO:

General Manager
Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay, CA 94505

RESPONSE TO REQUEST:

Within ten days from the date the request is received, the Town will determine whether the request, in whole or in part, seeks copies of disclosable public records in the Town's possession and notify the requester of such information. In certain circumstances, the ten day time limit may be extended for up to an additional fourteen days by written notice to the requestor, setting forth the reason for the time extension.

DUPLICATION COSTS

Records may be inspected at cost during regular office hours. If the requesting party desires copies of the documents identified meeting the request, the cost is \$.10 per page. The Town receives payment for its services by credit card, check, or by money order. The Town does not accept cash at its District Office. Other forms of payment will not be accepted.

CONFLICT

In the event of conflict between this Policy and the California Public Records Act, the California Public Records Act shall prevail.



PUBLIC RECORDS REQUEST FORM

This form is not required to submit a request, but assists the District with tracking and responding to your request.

Please complete in detail & submit to the Board Secretary for processing. Requests for copies of public records may take up to ten (10) days to complete. You will be notified by telephone and/or email when your request is ready for pick up. All public record responses will fully comply and will be subject to the California Public Records Act (Government Code Section 6450 et seq.)

Fees: Ten cents (.10) per letter or legal size page
Electronic Documents, Maps, other documents & colored copies- prices vary depending on type of media provided (flash drive/media card/CD)

I/ We, the undersigned, hereby request the following documents (or portions thereof) as indicated below:

Description of Document(s) (Please use a second page if necessary):

Original Date of Document or Meeting (if available): _____

Page #'s or "ALL": _____ # of Copies: _____

Requested By: _____

Address: _____

Home Phone: (____) _____ Cell or Work: (____) _____

Email: _____

Signature _____

Official Use Only

Date Due:

Completed By:

Fee Due: \$

*Town of Discovery Bay Community Services District
Contra Costa County, California*





Town of Discovery Bay

Program Area: Administrative	Policy Name: DOT – Drug and Alcohol	Policy Number: 019
Date Established: January 22, 2014	Date Amended: N/A	Resolution: 2014-03

Table of Contents

I.	INTRODUCTION	4
1.	Development of "Combined" Plan	4
2.	Approach	4
3.	Background	4
II.	GENERAL	5
1.	Applicability	5
2.	Compliance	5
3.	"DOT" vs. "FMCSA"	5
4.	DOT Procedures	6
5.	Stand-down Waiver	6
6.	Preemption of State and Local Laws	6
7.	Definitions	6
III.	POLICY AND RESPONSIBILITIES	11
1.	Company Policy	11
2.	Responsibilities of Key Personnel	12
3.	Responsibility of Drivers	12
4.	Use of Service Agents	12
5.	"NON-DOT" Testing Program	13
IV.	DOT PROGRAM REQUIREMENTS	14
1.	Drivers Subject to Testing	14
2.	Acknowledgement/Receipt Form	14
3.	History-check Requirement	14
4.	Notification of Tests	14
5.	DOT Drug Violations	15
6.	DOT Alcohol Violations and Prohibited Conduct	16
7.	Violation Consequences and Company Actions.	16
8.	Drug and Alcohol Tests	16
V.	DRUG PROGRAM	20
1.	Drug Tests That Require Direct Observation Procedures	20
2.	Specimen Collection Procedures	20
3.	Drug Testing Laboratory	21
4.	Laboratory Retention Periods and Reports	24
5.	Laboratory Quality Control	24
6.	MRO Review of Drug Test Results	24
7.	Split Specimen Testing	25
8.	Medical Marijuana	26

VI.	ALCOHOL PROGRAM	26
1.	Alcohol Test	26
VII.	PROGRAM ELEMENTS COMMON TO DRUG AND ALCOHOL	27
1.	Substance Abuse Professional	27
2.	Employee Assistance Program	27
3.	Supervisor Training	28
4.	Recordkeeping	28
5.	Management Information System	29
VIII.	APPENDIX A ACKNOWLEDGEMENT/RECEIPT FORM	30
IX.	APPENDIX B DESIGNATED PERSONNEL & SERVICE AGENTS	31
X.	APPENDIX C SAFETY-SENSITIVE POSITIONS	32
XI.	APPENDIX D COMPANY DISCIPLINARY ACTIONS AND ADDITIONAL PROCEDURES	33.

I. INTRODUCTION

1. Development of "Combined" Plan

The Federal Motor Carrier Safety Administration (FMCSA) is the agency within the Department of Transportation (DOT) that regulates motor carriers in the trucking industry. FMCSA's Controlled Substances and Alcohol Use and Testing regulation, 49 CFR Part 382¹, requires each motor carrier to develop, maintain, and follow a Drug and Alcohol Policy (i.e., Plan). A basic requirement of the Plan is that all drug and alcohol testing will follow the requirements of DOT's "Procedures for Transportation Workplace Drug and Alcohol Testing," 49 CFR Part 40². The Drug and Alcohol Plan, henceforth referred to as the "Plan," meets all the requirements of Part 382 and Part 40.

2. Approach

The Plan will use the generic word "*Company*" in reference to the motor carrier for which it is written. The Plan will describe how the Company will comply with government requirements.

The Plan will identify "Company-additional" requirements - those that go beyond the minimum requirements of DOT. Company-additional requirements will be underscored. Therefore, consider anything that is not underscored a requirement of DOT, or a process put in place by the Company to meet a DOT requirement. Appendix D outlines the Company disciplinary actions and additional procedures.

The Plan is written in "plain language" and follows the requirements of each rule. However, the Plan does not repeat the language of either Part 40 or Part 382. Doing so would require the Company to produce a new plan every time DOT or FMCSA issued a change to their respective rule. The goal of DOT is to know that the Company understands the requirements of the rules and how the Company will go about achieving compliance. The Plan makes use of existing DOT language in places where summaries are used to explain a more detailed process (e.g., specimen collection and alcohol test procedures are extracted from DOT's "Employee Guide"³).

3. Background

Safety. The DOT requires transportation employers to develop and implement drug and alcohol testing programs in the interest of public safety. Safety is the highest priority for DOT. One of the means by which the DOT helps ensure safety is by subjecting those drivers responsible for transportation safety to drug and alcohol testing. Drivers tested under the DOT program have direct impact on the safety of the traveling public.

Test Procedures. The overall responsibility for management and coordination of the DOT program resides within the Office of the Secretary of Transportation's (OST), Office of Drug and Alcohol Policy and Compliance (ODAPC). ODAPC issues Part 40. Whether the transportation employee is a pipeline worker, truck driver, or airline pilot, their drug and alcohol tests are conducted using the same Part 40 procedures. This consistency benefits all employees affected by DOT regulations in that each agency's regulations must adhere to DOT's testing procedures. Better known simply as "Part 40," this rule has become the standard for workplace testing in the United States.

¹ Title 49 Code of Federal Regulations (CFR), Part 382, "Controlled Substances and Alcohol Use and Testing," Federal Motor Carrier Safety Administration, Department of Transportation, 61 FR 9553, Mar. 8, 1996 as amended.

² Title 49, Code of Federal Regulations (CFR), Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," Office of the Secretary, Department of Transportation, 65 FR 79462, Dec. 19, 2000 as amended.

³ "What Employees Need To Know About DOT Drug & Alcohol Testing," ODAPC, DOT, October, 2010.

Compliance Enforcement. Regulation and enforcement within the different transportation industries is the responsibility of the DOT agency (e.g., FMCSA for trucking) that has authority over the particular industry. The regulatory authority requiring drug and alcohol testing of safety-sensitive employees in aviation, trucking, railroads, and mass transit industries is the Omnibus Transportation Employee Testing Act of 1991⁴ (OTETA).

II. GENERAL

1. Applicability

Part 382, and this Plan, applies to every person and to all employers of such persons who operate a commercial motor vehicle in commerce in any State, and is subject to: (1) The commercial driver's license requirements of Part 383⁵; (2) The Licencia Federal de Conductor (Mexico) requirements; or (3) The commercial drivers license requirements of the Canadian National Safety Code.

2. Compliance

Plan Development. The Plan meets the requirement of Part 382, paragraph §382.601, to provide educational materials that explain the requirements of Parts 382 and 40 and the Company's policies and procedures with respect to meeting these requirements. The Plan describes the methods and procedures for compliance with the drug and alcohol program requirements of the DOT. The Plan covers the operational, day-to-day requirements that are found in Part 382, and the procedural, testing requirements that are found in Part 40. The Plan provides appendices for the name and address of each laboratory that analyzes specimens for the Company, the Company's Medical Review Officer, Substance Abuse Professionals, and Employee Assistance Professionals. The Plan communicates to drivers, Company officials, and DOT officials the path that the Company will follow in order to comply with the requirements for a successful DOT drug and alcohol program.

Plan Availability. The Plan will be posted in a common place, selected by the Company, for driver review and feedback. A copy of the Plan will be made available to all drivers. Any driver desiring a copy of Part 40 and/or Part 382 must contact the Designated Employer Representative (see Appendix B). The Plan will provide a basic description of the rules and testing requirements, and will show how the Company implements and follows them. The Plan is not meant as a substitute for the detail provided in either rule. If there is any difference in instruction or interpretation between the Plan and the rules, the rules prevail. The Plan will be updated at any time its language, or the intent of its language, differs from that of either Part 40 or Part 382. Drivers are encouraged to obtain and read Part 40 and Part 382 on their own.

3. "DOT" vs. "FMCSA"

All DOT workplace testing procedures will follow Part 40 requirements. All DOT procedural responsibilities for motor carriers will follow Part 382. In the Plan, the term "DOT" will be used for references to general requirements (e.g., testing procedures) placed on motor carriers. The use of the term "FMCSA" will be to distinguish specific, unique administration requirements versus general, DOT requirements (e.g., blood alcohol test results received from law enforcement may be used in a post-accident situation).

⁴ Public Law 102-143, October 28, 1991, Title V - Omnibus Transportation Employee Testing, 105 Stat. 952-965; 49 U.S.C. 45104(2).

⁵ Title 49 Code of Federal Regulations (CFR), Part 383, "Commercial Drivers License Standards; Requirement and Penalties," Federal Motor Carrier Safety Administration, 52 FR 20587, June 1, 1987, as amended.

4. DOT Procedures

The Company will assure that the procedures of Part 40 are followed for drug and alcohol testing conducted under the requirements and authority of Part 382; a violation of Part 40 is a violation of Part 382. If the Company employs a Consortium/Third-Party Administrator (C/TPA) to assist in program development, implementation, and management, the C/TPA will, likewise, follow all the requirements of Part 40 and Part 382. It is the Company's goal to establish and maintain compliance with the DOT drug and alcohol program.

5. Stand-down Waiver

DOT "stand-down" is not in effect for this Company. The Company does not hold a stand-down waiver under Part 40, and has not applied for one. Should this status change, the Company will notify all drivers and Company officials, in accordance with Part 40 requirements.

6. Preemption of State and Local Laws

Part 40 and Part 382 are Federal laws. Federal law preempts any state or local law, rule, regulation, or order to the extent that: (a) compliance with both the state or local requirement and Part 40 or 382 is not possible; or, (b) compliance with the state or local requirement is an obstacle to the accomplishment and execution of any requirement of Part 40 or 382. This provision does not preempt provisions of state criminal law that impose sanctions for reckless conduct leading to actual loss of life, injury, or damage to property, whether the provisions apply specifically to transportation employees or employers or to the general public.

7. Definitions

Definitions from Parts 40, and 382 have been combined in alphabetical order and are provided in a single listing. For purposes of the Plan the following definitions apply:

Actual knowledge- For the purpose of Part 382 (subpart B) and the Plan, means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in Sec. 382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under Sec. 382.307.

Administrator- The Administrator of the Federal Motor Carrier Safety Administration (FMCSA) or any person to whom authority in the matter concerned has been delegated by the Secretary of Transportation.

Adulterated specimen- A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Affiliate- Persons are affiliates of one another if, directly or indirectly, one controls or has the power to control the other or a third party controls or has the power to control both. Indicators of control include, but are not limited to: interlocking management or ownership; shared interest among family members; shared facilities or equipment; or common use of employees. Following the issuance of a Public Interest Exclusion (PIE), an organization having the same or similar management, ownership, or principal employees as the service agent concerning who public interest exclusion is in effect is regarded as an affiliate. This definition is used in connection with the public interest exclusion procedures of Part 40, Subpart R.

Air blank- In evidential breath testing devices (EBTs) using gas chromatography technology, a reading of the device's internal standard. In all other EBTs, a reading of ambient air containing no alcohol.

Alcohol - The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.

Alcohol concentration- The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.

Alcohol confirmation test- A subsequent test using an EBT, following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.

Alcohol screening device (ASD)- A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

Alcohol screening test- An analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

Alcohol testing site- A place selected by the employer where employees present themselves for the purpose of providing breath or saliva for an alcohol test.

Alcohol use- The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

Aliquot - A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

Blind sample or blind performance test specimen- A specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from an employee specimen.

Breath Alcohol Technician (BAT)- A person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing device.

Cancelled test- A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which Part 40 otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

Chain-of-custody(or Custody and Control Form (CCF)) - The procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed. This procedure uses the Federal Drug Testing Custody and Control Form (CCF).

Collection Container- A container into which the employee urinates to provide the specimen for a drug test.

Collection Site- A place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.

Collector- A person who instructs and assists employees at a collection site, who receives and makes an initial inspection of the specimen provided by those employees, and who initiates and completes the CCF.

Commerce- (1) Any trade, traffic or transportation within the jurisdiction of the United States between a place in a State and a place outside of such State, including a place outside of the United States; and (2) Trade, traffic, and transportation in the United States which affects any trade, traffic, and transportation described in paragraph (1) of this definition.

Commercial Motor Vehicle (CMV)- A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle-- (1) Has a gross combination weight rating of 11,794 or more kilograms (26,001 or more pounds) inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or (2) Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or (3) Is designed to transport 16 or more passengers, including the driver; or (4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials

Regulations (49 CFR part 172, subpart F).

Confirmatory drug test- A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite.

Confirmation (or confirmatory) validity test- A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Confirmed drug test- A confirmation test result received by an MRO from a laboratory.

Consortium/Third-Party Administrator (C/TPA)- A service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPAs are not "employers" for purposes of Part 40.

Continuing education- Training for substance abuse professionals (SAPs) who have completed qualification training and are performing SAP functions, designed to keep SAPs current on changes and developments in the DOT drug and alcohol testing program.

Controlled substances - Those substances identified in Part 40 and this plan as "drugs."

DOT Procedures (or Part 40)- The Procedures for Transportation Workplace Drug and Alcohol Testing Program published by the Office of the Secretary of Transportation in 49 CFR Part 40.

Designated employer representative (DER)- An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these safety-sensitive duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40. Service agents cannot act as DERs.

Dilute specimen- A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage- Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs. (1) Inclusions. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven. (2) Exclusions. (i) Damage which can be remedied temporarily at the scene of the accident without special tools or parts. (ii) Tire disablement without other damage even if no spare tire is available. (iii) Headlight or taillight damage. (iv) Damage to turn signals, horn, or windshield wipers which make them inoperative.

DOT, The Department, DOT agency- These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). These terms include any designee of a DOT agency.

Driver- Any person who operates a commercial motor vehicle. This includes, but is not limited to: Full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors.

Drugs- The drugs for which tests are required under Part 40 and DOT agency regulations are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates.

Employee (safety-sensitive employee)- Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under Part 40, the term employee has the same meaning as the term "donor" as found on CCF and related guidance materials produced by the Department of Health and Human Services. For the purposes of regulation under Part 382, the

term employee means a person (i.e., driver) who performs a safety-sensitive function, including full-time, part-time and temporary employees.

Employer- A person or entity employing one or more employees (including an individual who is self-employed) subject to DOT agency regulations requiring compliance with Part 40. The term includes an employer's officers, representatives, and management personnel. Service agents are not employers for the purposes of Part 40.

Error Correction Training- Training provided to BATs, collectors, and screening test technicians (STTs) following an error that resulted in the cancellation of a drug or alcohol test. Error correction training must be provided in person or by a means that provides real-time observation and interaction between the instructor and trainee.

Evidential Breath Testing Device (EBT)- A device approved by NHTSA for the evidential testing of breath at the .02 and .04 alcohol concentrations, placed on NHTSA's Conforming Products List (CPL) for "Evidential Breath Measurement Devices" and identified on the CPL as conforming with the model specifications available from NHTSA's Traffic Safety Program.

HHS, Department of Health and Human Services-The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Initial drug test (also known as a "Screening drug test")-The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial specimen validity test- The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid.

Invalid drug test- The result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory- Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Licensed medical practitioner- A person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

Limit of Detection (LOD)- The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation- For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO)- A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

Negative result-The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative specimen- A urine specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), and/or invalid.

Office of Drug and Alcohol Policy and Compliance (ODAPC)- The office in the Office of the Secretary, DOT, that is responsible for coordinating drug and alcohol testing program matters within the Department and providing information concerning the implementation of Part 40.

Oxidizing adulterant- A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or drug metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function)- A driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Positive rate for random drug testing- The number of verified positive results for random drug tests conducted under Part 382, plus the number of refusals of random drug tests required by Part 382, divided by the total number of random drug tests results (i.e., positives, negatives, refusals) conducted under Part 382.

Positive result- The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.

Primary specimen- In drug testing, the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of validity testing. The primary specimen is distinguished from the split specimen, defined in this section.

Prohibited drug- Any of the following substances specified in Schedule I or Schedule II of the Controlled Substances Act (21 U.S.C. 812): marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

Qualification Training- The training required in order for a collector, BAT, MRO, SAP, or STT to be qualified to perform their functions in the DOT drug and alcohol testing program. Qualification training may be provided by any appropriate means (e.g., classroom instruction, internet application, CD-ROM, video).

Reconfirmed- The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for testing- The result reported by an HHS-certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that is not corrected.

Refresher Training- The training required periodically for qualified collectors, BATs, and STTs to review basic requirements and provide instruction concerning changes in technology (e.g., new testing methods that may be authorized) and amendments, interpretations, guidance, and issues concerning Part 40 and DOT agency drug and alcohol testing regulations (e.g., Part 382). Refresher training can be provided by any appropriate means (e.g., classroom instruction, internet application, CD-ROM, video).

Refusal to submit, refuse, or refuse to take- Behavior consistent with Part 40 concerning refusal to take a drug test or refusal to take an alcohol test.

Safety-sensitive function- All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include: (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer; (2) All time inspecting equipment as required by Sections 392.7 and 392.8 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 in operation; (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of Section 393.76); (5) All time loading or unloading a 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; and (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Screening drug test- See Initial drug test definition above.

Screening Test Technician (STT)- A person who instructs and assists employees in the alcohol testing process and operates an ASD.

Secretary- The Secretary of Transportation or the Secretary's designee.

Service agent- Any person or entity, other than an employee of the employer, who provides services specified under Part 40 to employers and/or employees in connection with DOT drug and alcohol testing requirements. This includes, but is not limited to, collectors, BATs and STTs, laboratories, MROs, substance abuse professionals, and C/TPAs. To act as service agents, persons and organizations must meet the qualifications set forth in applicable sections of Part 40. Service agents are not employers for purposes of Parts 382 and 40.

Shipping container- A container that is used for transporting and protecting urine specimen bottles and associated documents from the collection site to the laboratory.

Specimen bottle- The bottle that, after being sealed and labeled according to the procedures in Part 40, is used to hold the urine specimen during transportation to the laboratory.

Split specimen- In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

Split specimen collection- A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Stand-down- The practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result.

Substance Abuse Professional (SAP)- A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

Substituted specimen- A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

Verified test- A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

Violation rate for random alcohol testing- means the number of 0.04 and above random alcohol confirmation test results conducted under Part 382 plus the number of refusals of random alcohol tests required by Part 382, divided by the total number of random alcohol screening tests (including refusals) conducted under Part 382.

III. POLICY AND RESPONSIBILITIES

1. Company Policy

Policy Statement. The Company has a long-standing commitment to maintain the highest standards for employee safety and health. The use of controlled substances and the misuse of alcohol are contrary to these high standards. The use or possession of illegal controlled substances or alcoholic beverages while on Company property, or in any Company vehicle, or on Company time, including breaks or lunch, paid or unpaid, on any shift, is strictly prohibited.

DOT Compliance. The Company is aware that it is ultimately responsible for meeting the requirements of Parts 40 and 382. The DOT authorizes transportation employers to use a service agent(s) to perform tasks necessary to comply with the Plan. The Company understands that, under the DOT regulations, it is responsible for the actions of its service agents. The Company is responsible for developing and implementing a successful and comprehensive DOT workplace drug and alcohol program. Components of the Company's program include clear policies, provisions for education and

training, drug and alcohol testing, and when needed, referral for evaluation, education, and treatment. The Company shall ensure that all drivers are aware of the provisions and coverage of the Plan.

2. Responsibilities of Key Personnel

The Company will convey to responsible individuals -- the Designated Employer Representative(s) and affected supervisors - that, to the best of their ability, the privacy and confidentiality of any driver subject to the Plan must be maintained at all times.

Designated Employer Representative (DER). Appendix B contains the name, address, and phone number of the DER(s). The DER is:

- a. the key employee for the Company's drug and alcohol program functions, and has the knowledge and authority to make decisions about the testing process and answer questions about it.
- b. not a service agent.
- c. one or more employees of the Company assigned to ensure adequate coverage on all shifts and at all locations.
- d. responsible for the preparation of the Plan, as well as providing oversight and evaluation on the Plan.
- e. responsible to review all adverse personnel action or discipline applied under the Plan for consistency and conformance to human resources policies and procedures.
- f. responsible for scheduling random, return-to-duty and follow-up testing, as applicable, and is authorized to receive and maintain, in a secure file system, all drug and alcohol testing results.
- g. responsible for providing answers to driver questions regarding the testing program, and information on the resources available for drug and alcohol counseling.
- h. responsible for overseeing the employee assistance program (EAP).

Supervisor. A Company individual(s) responsible for observing the performance and behavior of drivers that is suggestive enough to lead to reasonable suspicion/cause drug and/or alcohol testing. Supervisors who will determine whether a driver must be drug tested and/or alcohol tested based on reasonable suspicion/cause will be trained in the "signs and symptoms" of each substance. The supervisor is required to document a reasonable suspicion/cause event.

3. Responsibility of Drivers

Compliance. Each driver must comply with the requirements of the Plan, and the DOT drug and alcohol rules it pertains to, in order to remain eligible to drive commercial motor vehicles. Each driver has the responsibility to read, be knowledgeable of, and comply with, the requirements of the Plan, and Parts 40 and 382. Committing a DOT violation will result in the driver's immediate removal from the safety-sensitive function, and remain so until successfully completing the DOT return-to-duty conditions of Part 40. The Plan describes circumstances for being tested, violations, prohibited conduct, and their subsequent consequences. The Plan describes what is available to each driver as services (e.g., EAP) in such cases where the driver has a potential problem with drugs or alcohol prior to a drug or alcohol test. It is a condition of employment for all drivers to sign the Acknowledgement/Receipt Form (Appendix A). In doing so, the driver attests to comply with the drug and alcohol program requirements of the Company and the requirements of the Plan. Failure to comply with this condition may result in disciplinary action up to and including termination.

4. Use of Service Agents

Compliance. The Company will contract with service agents to accomplish many of the requirements of Parts 40 and 382. Appendix B (Designated Personnel and Service Agents) provides the names and addresses of service agents that are under contract. Contracts will contain a provision that the service agent will comply with Parts 40 and 382 in the services provided. The work of any service agent providing services to the Company will be open to inspection by the Company. The service agent must allow access to property and records by the Company, the Administrator, and if the Company is

subject to the jurisdiction of a state agency, a representative of the state agency for the purpose of monitoring the Company's compliance with the requirements of Part 382. No service agent will serve as DER for this Company.

Public Interest Exclusion. The Company will not use a service agent against whom a Public Interest Exclusion (PIE) has been issued. The Company will stop using the services of a service agent no later than 90 days after the Department has published the decision in the *Federal Register* or posted it on its web site that a PIE has been issued. The Company may apply to the ODAPC Director for an extension of 30 days if it is demonstrated that a substitute service agent cannot be found within 90 days.

Consortium/Third Party Administrator. The Company may employ the service of a Consortium/Third Party Administrator (C/TPA) to assist the DER with overall program management and consultation on any program issue. While the C/TPA will not serve as the DER, the C/TPA may support the DER by explaining the regulations and offering guidance on program-compliance issues.

Employee Assistance Professional.

- a) The Company may offer a program through their EAP allowing the admission of drug and alcohol use. Drivers who admit to drug use or alcohol misuse are not subject to the referral, evaluation and treatment requirements of Part 382, Part 40, and the Plan, provided that: (1) The admission is in accordance with a written Company-established voluntary self-identification program or policy that meets the requirements of paragraph (b) of this section; (2) The driver does not self-identify in order to avoid testing; (3) The driver makes the admission of drug use or alcohol misuse prior to performing a safety sensitive function (i.e., prior to reporting for duty); and (4) The driver does not perform a safety sensitive function until the Company is satisfied that the driver has been evaluated and has successfully completed education or treatment requirements in accordance with the self-identification program guidelines.
- b) A qualified voluntary self-identification program or policy will contain the following elements: (1) The Company will not take adverse action against a driver making a voluntary admission of drug use or alcohol misuse within the parameters of the program or policy and paragraph (a) of this section; (2) The Company will allow the driver sufficient opportunity to seek evaluation, education or treatment to establish control over the driver's drug or alcohol problem; (3) The Company will permit the driver to return to safety sensitive duties only upon successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert, i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor; (4) The Company will ensure that: (i) Prior to the driver participating in a safety sensitive function, the driver shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02; and/or (ii) Prior to the driver participating in a safety sensitive function, the driver shall undergo a return to duty drug test with a verified negative test result; and (5) The Company may incorporate driver monitoring and include non-DOT follow-up testing.

5. "Non-DOT" Testing Program

Compliance. The Company may implement an additional drug and/or alcohol testing program, referred to as a "Non-DOT program." Any additional testing program would be completely independent of the DOT testing program. Such a testing program would be developed under the Company's own authority and kept separate from the DOT program. All DOT testing would be accomplished first; the Company's non-DOT program would commence afterwards. The non-DOT program would use different forms and not use the Federal Custody and Control Form or the DOT Alcohol Testing Form. The non-DOT program could test different people, for different drugs, and different reasons-for-testing. If the Company implements its own non-DOT testing program, the Company will define the

and notify all drivers through a Non-DOT Program Plan.

IV. DOT PROGRAM REQUIREMENTS

1. Drivers Subject to Drug and Alcohol Testing

Compliance. Any driver who operates a commercial motor vehicle in commerce in any State and is subject to:

- a) The commercial driver's license requirements of Part 383;
- b) The Licencia Federal de Conductor (Mexico) requirements; or
- c) The commercial drivers license requirements of the Canadian National Safety Code.

2. Acknowledgement/Receipt Form

The "Acknowledgement/Receipt Form," (Appendix A), applies to all drug and/or alcohol tests, or related foregoing or subsequent DOT procedures, for drivers of commercial motor vehicles with the Company. The signed form will be maintained by the Company. For any test, the expectations placed on the driver by the Company are to "follow all instructions" in order to accomplish the test.

3. History-check Requirement

Compliance. Prior to the first time that the Company uses a driver (i.e., a new hire or an employee transferring into the safety-sensitive position) the Company will require a "history check" of the driver. The history check will look back into the driver's past three years of DOT employment for DOT violations. History checks are conducted only after obtaining the driver's written authorization to do so. Any driver refusing to provide written consent will not be permitted to perform safety-sensitive functions. The Company will not allow the driver to perform their functions after 30 days from the date on which the driver first performed safety-sensitive functions, unless the Company has obtained or made and documented a good faith effort to obtain drug testing information from previous DOT-regulated employers.

Information request. The Company will request the following information about the driver.

- a) Alcohol tests with a result of 0.04 or higher alcohol
- b) Verified positive
- c) Refusals to be tested (including verified adulterated or substituted drug test results);
- d) Other violations of DOT agency drug and alcohol testing
- e) With respect to any driver who violated a DOT drug and alcohol regulation, documentation of the driver's successful completion of DOT return-to-duty and follow-up testing requirements.

The Company will make at least one attempt by telephone, e-mail or fax, and maintain documentation associated with the attempt to obtain history-check information (e.g., date and time of the attempt, person contacted). If the Company finds evidence of past DOT violations, those violations may be used as the sole reason for not hiring the individual or for termination.

Violation Consequences. The Company will not use any driver who has had a past DOT violation and has not complied with DOT eligibility standards for returning to safety-sensitive work. The Company will also ask the driver if they had any pre-employment test that was positive for which the previous employer did not hire them. The driver's answer to this question will be maintained as part of the driver's history-check information.

4. Notification of Tests

Drivers will be notified directly when a test must be conducted. While the circumstances for a test will differ by its reason-for-test, the Company will endeavor to conduct all tests with only a limited number of Company personnel having knowledge of the reason for the test.

All testing will be unannounced until the last possible moment. The timing will vary in conjunction with the reason-for-test. For example, a pre-employment test will be announced during the job application; a random test is announced within the test period, but just prior to the test, to maintain the element of surprise; and, announcements of post-accident or reasonable suspicion tests are controlled by the circumstances that come to light around the time of the event (e.g., accident). All alcohol test will be conducted just prior to, during, or just after the performance of safety-sensitive duties. Drug tests may be conducted anytime the driver is at work.

The DER and Company supervisors will be responsible for notifications and to help maintain the element of confidentiality. When a driver is notified for a test, the driver must proceed to the collection site immediately. Immediately means that after notification, all the driver's actions must lead to an immediate specimen collection (or test). The Company considers "travel time to the collection site, plus 30 minutes" as the maximum acceptable interval of time between notification and testing.

In test situations such as post-accident and reasonable suspicion/cause, where the driver's job performance is called into question, supervisors will use their discretion and training to minimize further confrontation. A reasonable attempt will be made by the supervisor to isolate and inform the driver of the decision to test, the steps that must be taken to accomplish the test, and the consequences of refusing the test. If possible, for post-accident and reasonable suspicion tests, the Company will have the DER or a supervisor accompany the driver to the collection site. In post-accident test situations occurring where the supervisor is not present, the Company will provide the driver with necessary post-accident information and instructions so that the driver will be able to comply with post-accident testing.

5. DOT Drug Violations

Drug Violations. The following provides a listing of DOT drug violations of drivers:

- a) A verified positive drug test result;
- b) A refusal to be tested, determined by:
 - (1) Having a verified adulterated or substituted drug
 - (2) Failing to appear for any drug test (except a pre-employment test) within a reasonable time, as determined by the Company, after being directed to do so by the Company;
 - (3) Failing to remain at the drug testing site until the testing process is complete;
 - (4) Failing to provide a urine specimen for any
 - (5) Failing to allow a directly observed or monitored collection in a drug test that requires such a collection procedure;
 - (6) Failing to provide a sufficient amount of urine for a drug test when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
 - (7) Failing or declining to take an additional drug test the employer or collector has directed you to take;
 - (8) Failing to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER; or,
 - (9) Failing to cooperate with any part of the testing process (e.g., refuse to empty pockets or failure to wash hands when so directed by the collector, behave in a confrontational way that disrupts the collection process, tampering with a specimen).
 - (10) For an observed collection, fail to follow the observer's instructions to raise above the waist, lower clothing and underpants, and to turn Clothing.
around to permit the observer to determine if there is any type of Prosthetic.
 - (11) Possess or wear a prosthetic or other device that could interfere with the collection process.
 - (12) Admit to the collector or MRO that a specimen has been adulterated or substituted.

- c) On-duty use of any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in §382.107, and who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

6. DOT Alcohol Violations and Prohibited Conduct

Alcohol Violations. The following provides a listing of DOT alcohol violations of drivers:

- a) A test result of 0.04 or higher alcohol concentration;
- b) A refusal to be tested, determined by:
 - (1) Failing to appear for any alcohol test (except a pre-employment test) within a reasonable time, as determined by the Company, after being directed to do so by the Company;
 - (2) Failing to remain at the alcohol testing site until the testing process is complete;
 - (3) Failing to provide an adequate amount of saliva or breath for an alcohol test;
 - (4) Failing to provide a sufficient amount of breath for an alcohol test when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
 - (5) Failing to undergo a medical examination or evaluation, as directed by the DER;
 - (6) Failing to sign the certification statement on the Alcohol Testing Form; or,
 - (7) Failing to cooperate with any part of the testing process.
- c) On-duty use of alcohol while performing safety-sensitive functions.
- d) Pre-duty use of alcohol within four (4) hours prior to performing safety-sensitive functions.
- e) Use of alcohol within eight (8) hours following an accident unless the driver has already been given a post-accident alcohol test.

Alcohol Prohibited Conduct. The following is prohibited conduct of drivers:

- a) A test result of 0.02 or greater alcohol concentration, but less than 0.04.

7. Violation Consequences and Company Actions

After DOT Rule Violations. The Company will not allow any driver who has a DOT drug or alcohol violation to perform safety-sensitive functions for the Company. Immediately, upon learning of the violation, the DER shall assure the removal of the driver from all safety-sensitive duties. That driver will be ineligible to work in any DOT safety-sensitive function for the Company until the driver has successfully completed the DOT return-to-duty process. The Company will refer the driver to a Substance Abuse Professional (SAP) as soon as practicable after the verified violation report.

After DOT Alcohol Prohibited Conduct. The Company will not allow any driver to perform, or continue to perform, any safety-sensitive functions under Part 382 when the driver is found to have an alcohol concentration of 0.02, or higher, but less than 0.04. The Company may not use the driver in a safety-sensitive function until the start of the driver's next regularly scheduled shift, which must be not less than twenty-four (24) hours following the test that indicated "prohibited conduct."

8. Drug and Alcohol Tests

Compliance. The Company will ensure that each driver will be drug and/or alcohol tested for the following reasons when called for by Part 382. All drug and alcohol tests will be conducted following the procedures of Part 40.

Pre-Employment. A pre-employment drug test will be conducted before an individual is hired or used to perform safety-sensitive functions. Pre-employment tests are also required of drivers returning from a leave of absence greater than 30 days who have not been participating in the Company's drug and alcohol program and subsequently subject to the random selection process. A negative DOT urine drug test result is required prior to performing safety-sensitive functions. DOT does not allow the use of a "quick test" or any other methodology other than laboratory-based urine testing.

FMCSA does not mandate a pre-employment alcohol test for drivers. FMCSA does give motor carriers who wish to conduct a pre-employment alcohol test the authority to do so. If the Company decides to conduct pre-employment alcohol testing, all applicants will be advised of the test prior to the test occurring, and all tests will be conducted before the first performance of safety-sensitive functions by every driver. The Company will treat all drivers the same for the purpose of pre-employment alcohol testing; the Company will not test some drivers and not others. The Company will conduct the pre-employment tests after making a contingent offer of employment or transfer, subject to the driver passing the pre-employment alcohol test. A result of less than 0.02 alcohol concentration is required prior to performing safety-sensitive functions.

Post-Accident Testing. The Company will conduct both a drug test and an alcohol test after an accident. As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, the Company shall test for drugs and alcohol for each of its surviving drivers: (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or (2) Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved: (i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. Table 1 notes when a post-accident test is required.

A post-accident drug test shall be conducted on each driver as soon as possible but no later than 32 hours after the accident. A post-accident alcohol test shall be conducted on each driver as soon as possible but no later than 8 hours after the accident. The Company must take all reasonable steps to test the driver after an accident, but any injury should be treated first. The Company will not delay necessary medical attention for an injured driver following an accident, prohibit an driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

A driver who is subject to post-accident testing who fails to remain readily available for such testing, including notifying the Company or Company's representative of their location if they leave the scene of the accident prior to submission to such test, may be deemed by the Company to have refused to submit to testing. Depending on the circumstances of the accident, and if feasible, the driver will not be allowed to perform safety-sensitive functions pending the results of the drug test.

In situations where an accident occurs away from the Company's principal place of business (e.g., "on the road") the responsibility of accomplishing the post-accident tests falls on the driver. The driver must immediately contact the Company, the DER, or other designated Company representation for information and instructions on how to get the test done.

Exception. All drug and alcohol testing under Part 382 and this Plan must conform to Part 40 standards, with one exception -- that being post-accident testing. In only a post-accident situation, the results of a breath or blood test for the use of alcohol, conducted by Federal, State, or local officials having independent authority for the test, meet the requirements of acceptable alcohol testing, provided such tests conform to the applicable Federal, State or local alcohol testing requirements, and that the results of the tests are obtained by the Company. Likewise, in only a post-accident situation, the results of a urine test for the use of drugs, conducted by Federal, State, or local officials having independent authority for the test, meet the requirements of acceptable drug testing, provided such tests conform to the applicable Federal, State or local controlled substances testing requirements, and that the results of the tests are obtained by the employer.

Post-accident Test Criteria

Type of accident involved	Citation issued to the CMV driver	Test must be performed by employer
Human fatality	YES	YES
	NO	YES
Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

Table 1

Random Drug Testing. The Company will conduct a number of random drug and alcohol tests each calendar year that meets or exceeds the current minimum annual percentage random testing rate. The minimum rate for random drug testing, set by FMCSA regulations, is 50 percent of the Company's drivers. The minimum rate for random alcohol testing, set by FMCSA regulations, is 10 percent of the Company's drivers. The Company may use the services of the C/TPA to manage all aspects of the Company's random testing program. If the Company conducts random testing through a C/TPA, the number of drivers to be tested may be calculated for each individual Company or may be based on the total number of drivers covered by the C/TPA who are subject to random testing.

All drivers will be immediately placed in a drug and alcohol random pool after obtaining a negative result on their pre-employment test. Drivers will remain in the random selection pool at all times, regardless of whether or not they have been previously selected for testing. The selection of drivers shall be made by using a computer-based, scientifically valid method (e.g., random number generator or equivalent random selection method) that is matched with a driver's social security number or driver ID number. The DER will assure the pools contain driver social security numbers or driver identification numbers that are current, complete, and correct. Drivers will have an equal chance of being selected for testing. Drivers are subject to both random alcohol and drug testing.

Random testing will occur on a quarterly basis. Prior to selection, the DER shall ensure that the random testing pool has been updated to include all current drivers in the Company's workforce. The number of tests to be conducted will be based on the number of drivers at the beginning of each quarter's test cycle. The DER, or C/TPA, shall use the random selection procedures to compile lists of drivers selected for drug and alcohol testing in each testing cycle. The number of drivers selected on each list shall be sufficient to assure that the minimum number of required tests can be achieved for both drugs and alcohol. The list of drivers selected will be retained by the DER in a secure location until the time of testing when the list will then be provided to the appropriate division manager, department head, or supervisor who will, in turn, notify the driver(s) to report for testing.

Random testing is unannounced, with drivers being notified that they have been selected for testing after they have reported for duty on the day of collection. All testing will be conducted on different days of the week throughout each test cycle to prevent drivers from matching their substance use patterns to the schedule for testing.

Once notified by the appropriate Company official, drivers will be instructed to report immediately to the collection site.

Reasonable Suspicion/Cause Testing. The Company will conduct reasonable suspicion testing, also known as reasonable cause testing, based on the Company's observation of "signs and symptoms" of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver.

The supervisor making the determination to test shall document, in writing, the behavioral signs and symptoms that support the determination to conduct a reasonable suspicion/cause test. This documentation of the driver's conduct shall be prepared and signed within 24 hours of the observed behavior or before the results of the tests are released, whichever is earlier. Refer to the *Post Accident or Reasonable Cause/Suspicion Supervisor Written Record*. The driver will be tested for drugs if the supervisor believes the driver has violated the prohibitions of Part 382 and this Plan concerning drugs. The driver will be tested for alcohol if the supervisor believes the driver has violated the prohibitions of Part 382 and this Plan concerning alcohol. In situations where the supervisor is sure of the signs and symptoms but unsure of the substance, the driver will be tested for both drugs and alcohol. The potentially affected driver should not be allowed to proceed alone to or from the testing site. In addition to the safety concerns for the driver, accompanying the driver also assures that there is no opportunity en route to the testing site for the driver to compromise the test through any method of tampering that could affect the outcome of test result.

The driver shall not perform a safety-sensitive function pending the receipt of the drug test results. The driver should make arrangements to be transported home. The driver should be instructed not to drive any motor vehicle due to the reasonable belief that they may be under the influence of a drug. If the driver insists on driving, a supervisor should notify the proper local law enforcement authority that a driver believed to be under the influence of a drug or alcohol is leaving the Company premises driving a motor vehicle.

Return-to-Duty Testing. The Company will conduct a return-to-duty test prior to a driver returning to safety-sensitive duty following a DOT violation. When a driver has a DOT violation they cannot work again in any DOT safety-sensitive function until successfully completing the Substance Abuse Professional (SAP) return-to-duty requirements. Only after the SAP has reported to the Company that the driver is eligible to return to safety-sensitive duties is the Company authorized to return the driver to a safety-sensitive function. However, whether or not to do so is a business decision of the Company, not the DOT. When the Company makes the decision to return the driver to safety-sensitive duty, the Company will initiate the order for the return-to-duty test. All return-to-duty drug tests will be conducted using direct-observation collection procedures.

A return-to-duty test, as a minimum, will be for the substance associated with the violation. A return-to-duty test may, however, be for both drugs and alcohol. The decision belongs solely to the SAP from information gained during the SAP-evaluation/treatment processes. The results of a return-to-duty test must be negative for drugs and less than .02 for alcohol in order "to count" and allow the driver to return to work. A cancelled test must be recollected. A positive drug test, an alcohol test of .04 or higher, or a refusal-to-test will be considered as a new, separate violation. When the driver "passes" his return-to-duty test, their name is immediately placed into the Company's random testing pool.

Follow-up Testing. The Company will conduct follow-up testing, as a series of tests that occur after a driver returns to safety-sensitive work, following a negative result on the return-to-duty drug and/or alcohol tests. Follow-up testing, as a minimum, will be for the substance associated with the violation. In addition, follow-up testing may be for both drugs and alcohol, as directed by the SAP's written follow-up testing plan.

Follow-up testing is the Company's responsibility to conduct. Follow-up testing will run concurrently with random testing. All follow-up drug tests will be conducted using direct-observation collection procedures. The results of a follow-up must be negative for drugs and less than .02 for alcohol. A cancelled test must be recollected. A positive drug test, an alcohol test of .04 or higher, or a refusal-to-test will be considered as a new, separate violation.

The number and frequency of the follow-up tests will be determined by the SAP, but shall consist of at least six tests in the first 12 months following the driver's return to duty. The follow-up plan will give both the number of tests and their frequency; the Company will select the actual day and time of the test and the tests are unannounced. Follow-up testing shall not exceed 60 months from the date of the driver's return to duty. The SAP may terminate the requirement for follow-up testing at any time after

the first six tests have been administered, if the SAP determines that such testing is no longer necessary.

V. DRUG PROGRAM

1. Drug Tests That Require Direct Observation Procedures

Compliance. The Company will conduct all return-to-duty and follow-up drug tests using the direct observation collection procedures specified by Part 40. Pre-employment, post-accident, reasonable suspicion/cause, and random drug tests are normally conducted by giving the driver the privilege of privacy when providing the urine specimen. However, should it become required that these collections be conducted under direct observation procedures, the Company will convey instructions to the collector to ensure that this occurs. Direct observation procedures will also be used for collections when a specimen is provided and the temperature is out of range, when the specimen appears to have been tampered with or when a previous specimen has been reported as invalid, adulterated, substituted or negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, as defined in Part 40.

2. Specimen Collection Procedures

Compliance. The Company will follow the requirements of Part 40 for its DOT collections. A full description of DOT collection requirements that collectors will follow can be found in Part 40, Subpart C ("Urine Collection Personnel"), Subpart D ("Collection Sites, Forms, Equipment and Supplies Used in a DOT Urine Collection"), and Subpart E ("Urine Specimen Collections").

Collection Site Personnel. The Company will ensure that collection sites, utilized by its drivers, are aware of their responsibilities with regard to the DOT specimen collection process. These responsibilities are to collect urine specimens using Part 40 procedures, ship the specimens to a Department of Health and Human Services (HHS) certified laboratory for analysis, and distribute copies of the Federal Drug Testing Custody and Control Form (CCF) to the laboratory, Medical Review Officer, employer or employer's C/TPA, and driver in a confidential manner. All attempts are made to use collectors who have been trained in accordance with Part 40. The Company, or the Company's C/TPA, will ask the collection sites conducting DOT collections to attest to the fact that they comply with DOT standards of practice. Any collection site that fails to attest to this goal will not be used by the Company for a DOT collection. The direct supervisor of a driver shall not serve as a collector for conducting any required drug test unless it is otherwise impracticable.

Collection Site, Forms, and Specimen. The Company will provide the driver with the specific location of the collection site where the drug test will take place. In most cases, the Company will provide the driver with a drug testing kit, which includes the CCF, to present to the collector. The only specimen that will be collected for any DOT collection is urine; the only form that will be used is the Federal CCF.

Collections. The Company will inform every driver that they are required to carry and present a current valid photo ID, such as a driver's license, passport, or employer-issued picture ID to the collection site. The driver will be advised that the collector will ask them to empty their pockets, remove any unnecessary garments (the driver may retain their wallet), and wash and dry their hands prior to the collection. The driver will be instructed to follow the collector's instructions throughout the collection process. Normally, the driver will be afforded privacy to provide a urine specimen. Exceptions to the rule generally surround issues of attempted adulteration or substitution of a specimen or any situation where questions of specimen validity arise, like an unusual specimen temperature.

After the driver has provided the specimen (a minimum of 45 mL) of their urine into a collection container, the collector will check the temperature and color of the urine. All DOT collections are "split specimen collections." The collector will pour the urine into two separate bottles (bottle "A" as the primary specimen and bottle "B" as split specimen), seal them with tamper-evident tape, and then ask the driver to initial the seals after they have been placed on the bottles. (Remember: Neither the driver nor the collector should let the specimen out of their sight until it has been poured into two separate

bottles and sealed.) Next, the driver will write their name, date of birth, and daytime and evening phone numbers on the MRO Copy (Copy 2) of the CCF. This is so the MRO can contact the driver directly if any questions arise about their test.

Lastly, the collector will complete the necessary documentation on Copy 1 of the CCF and package the CCF and the two specimen bottles in the plastic bag and seal the bag for shipment to the laboratory. Copies of the CCF will be distributed: Copy 2 to the MRO and Copy 4 to the employer or the employer's C/TPA; the collector keeps Copy 3; and, the driver gets Copy 5. The driver may list any prescription and over-the-counter medications they may be taking on the back of their copy of the CCF (this may serve as a reminder for the driver in the event the MRO calls to discuss their test results).

Possible collection issues. If the driver is unable to provide 45 mL of urine on the first attempt, the time will be noted, and they will be required to remain in the testing area under the supervision of the collection site personnel, their supervisor, or a representative from their Company (e.g., supervisor accompanying the driver). Leaving the testing area without authorization may be considered a refusal to test. The driver will be urged to drink up to 40 oz. of fluid, distributed reasonably over a period of up to three hours, and asked to provide a new specimen (into a new collection container). If the DER is contacted, the DER should instruct the driver to remain at the collection site to complete the collection process. If the driver does not provide a sufficient specimen within three hours, the DER, in consultation with the MRO, will direct the driver to obtain a medical evaluation within five days to determine if there is an acceptable medical reason for not being able to provide a specimen. If it is determined that there is no acceptable physiological or pre-existing psychological reason for not providing a urine specimen, it will be considered a refusal to test.

Directly observed collections. If a direct observation collection is required of the driver, the Company will ensure that the DOT requirements (i.e., direct observation by same-sex collector, observation of body-to-bottle urination, and use of full turn-around observation) procedures are followed.

3. Drug Testing Laboratory

Compliance. The Company will employ a laboratory that will follow the requirements of Part 40 for the Company's DOT drug tests. A full explanation of DOT drug testing requirements that the laboratory will follow is found in Part 40, Subpart F ("Drug Testing Laboratories").

Laboratory. The Company shall ensure that all DOT testing is conducted only by a laboratory that is certified by the Department of Health and Human Services (HHS) under the National Laboratory Certification Program (NLCP). Doing so ensures that the Company complies with the requirements of Part 40 and with all applicable requirements of HHS in testing DOT specimens, whether or not those requirements are explicitly stated in the Plan. The laboratory used by this Company is specified in Appendix B. The laboratory will report the certified results to the MRO and only to the MRO, at the address provided on the Federal CCF. Results will not be reported directly to the Company or to or through another service agent, such as the C/TPA.

Specimen. Urine is the only specimen that is authorized for DOT drug testing. The Company will not use any other specimen (e.g., hair or saliva) for a DOT-required drug test. A "quick test" (e.g. a urine test that produces an immediate test result) is also prohibited by DOT.

Drug Testing. The laboratory will ensure that, on each DOT test, each specimen is tested for **marijuana, cocaine, amphetamines, opiates, and phencyclidine (PCP)**. (See Table 2, pg 23) The testing is a "two step" process: all presumptive positive results on the initial test must be confirmed by a confirmation test. The initial and the confirmation tests use different chemical principles, and separate portions of the original specimen, for testing. DOT specimens will not be tested for any other drugs. DOT specimens will not be subjected to DNA testing.

Validity Testing. The laboratory will ensure that, on each DOT test, each specimen is also subjected to "validity testing." The purpose of validity testing is to determine if the driver tampered with their specimen during the collection process. Validity testing measures the creatinine concentration and specific gravity to detect a diluted or substituted specimen; pH is measured as one criterion established to detect an adulterated specimen. Validity testing also incorporates HHS criteria (used by DOT) in testing for specific adulterants such as nitrites, chromates, surfactants, and other active chemical compounds.

Laboratory specimen handling and reporting. When the laboratory receives a DOT specimen they will unpack and enter it into the testing process. Part of that process is to examine the condition of the specimen bottles and accompanying CCF. The laboratory will look closely for any specific reason to stop the testing process (i.e., "fatal flaws"). If the laboratory determines a fatal flaw exists, the specimen is rejected for testing. If a fatal flaw does not exist, the specimen will be tested. DOT specimens are limited to four fatal flaws. They are:

- a) Specimen ID numbers on the CCF and the bottles do not match.
- b) Not enough urine and the bottles cannot be redesignated.
- c) Signs of tampering and the bottles cannot be redesignated.
- d) Collector's printed name and signature are missing.

The laboratory will open only the primary specimen ("A" bottle) to conduct the two tests (initial and confirmatory). If the specimen tests negative in either test and does not have any specimen validity issues, the result will be reported to the MRO as a negative. Only if the specimen test results are positive, adulterated, substituted, and/or invalid under both tests will the specimen be reported to the MRO as a positive, adulterated, substituted, and/or invalid, respectively. These results are also referred to as "non-negative" results.

Required DOT Drug Tests & Cutoffs

TYPE OF DRUG Initial Test Analyte	INITIAL TEST Cutoff Concentration	CONFIRMATORY TEST Analyte	CONFIRMATORY TEST Cutoff Concentration
Marijuana metabolites	50 ng/mL	THCA ⁶	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites: Codeine/Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL 2000 ng/mL
6-acetylmorphine (6-AM)	10 ng/mL	6-acetylmorphine (6-AM)	10 ng/mL
Phencyclidine (PCP)	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines:			
AMP/MAMP	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL 250 ng/mL ¹⁰
MDMA	500 ng/mL	MDMA ⁷ MDA ⁸ MDEA ⁹	250 ng/mL 250 ng/ml

Table 2

⁶ Delta-9-tetrahydrocannabinol-9-carboxylic acid.

⁷ Methylenedioxymethamphetamine (MDMA).

⁸ Methylenedioxyamphetamine (MDA).

⁹ Methylenedioxyethylamphetamine (MDEA).

¹⁰ Specimen must also contain amphetamine at a concentration of greater than or equal to 100 ng/mL.

4. Laboratory Retention Periods and Reports

Specimen retention. Specimens that are confirmed by the laboratory to be positive, adulterated, substituted, or invalid will be retained by the laboratory in properly secured, long-term, frozen storage for at least 365 days. Within this 365 day period, the MRO, the driver, the Company, FMCSA or other state agencies with jurisdiction, may request in writing that the specimens be retained for an additional period. If the laboratory does not receive the request to retain the specimen within the 365-day period, the specimen will be discarded.

Record retention. All laboratory records pertaining to any test for this Company on its drivers will be retained for two years. The employer-specific data that is created by the laboratory for the laboratory statistical summary will be retained for two years.

Semi-annual reports. The laboratory will prepare and send to the Company the aggregate employer-specific summary on a semi-annual basis. The format for this report is found in Part 40, Appendix B.

5. Laboratory Quality Control

Inspections. The laboratory shall permit inspections by the Company, the FMCSA Administrator, or if the Company is subject to the jurisdiction of a state agency, a representative of the state agency. Additionally, if the Company uses a C/TPA, that C/TPA may conduct a periodic inspection of the laboratory on the behalf of the companies that are clients of the C/TPA.

Quality control. If the Company, or any C/TPA employed by the Company, has 2000 or more safety-sensitive employees, the Company will submit quality control specimens to any laboratory where they have more than 100 specimens tested each year. The rate of quality control specimens is 1% with a cap at 50 per quarter. At any time that the Company, or any C/TPA employed by the Company, reaches the 2000-employee threshold, quality control specimens will be submitted following the specifications of Part 40. Quality control specimens, known as "blind" specimens to the laboratory, will appear to be real employee specimens. The MRO will be informed of each test result and expected outcome.

Reporting discrepancies. The MRO will inform the Company or its C/TPA of any discrepancy in the expected result of any blind specimen. The MRO and C/TPA will resolve any discrepancies in the expected outcomes with this testing. If the unexpected outcome is positive, adulterated, or substituted where the expected outcome was to be negative, the MRO will report this result directly to DOT/ODAPC, in accordance with Part 40.

6. MRO Review of Drug Test Results

Compliance. The Company will have, on staff or contract for the services of, an MRO who is a licensed physician with knowledge of drug abuse and is qualified under Part 40. The MRO will follow the requirements of Part 40 in carrying out the functions of the "independent and impartial gatekeeper of the drug testing process." A full description of DOT MRO requirements can be found in Part 40, Subpart G ("Medical Review Officers and the Verification Process"), and Subpart H (Split Specimen Testing).

Duties. All confirmed drug test results for the Company are received by the MRO directly from the laboratory. The MRO is responsible for the review of both negative and non-negative test results, review of the CCFs associated with each test, and to conduct quality control reviews of the MRO staff. The MRO will review and interpret confirmed positive, adulterated, substituted, and invalid test results. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive, adulterated, substituted, or invalid test result. This action would include conducting a medical interview with the driver and review of the driver's medical history, or review of any other relevant biomedical factors, such as the results of a physical examination following an opiate positive. The MRO shall review medical records made available by the tested driver when the source of the confirmed result could have been from legally prescribed medication. The MRO shall not, however, consider the results of urine or other specimens that are not obtained or processed in accordance with DOT regulations.

Results. The MRO will use staff under his direct supervision to handle administrative processes for negative test results including receiving the result from the laboratory, reviewing the paperwork for accuracy, and reporting of the result to the DER.

The MRO staff may make the initial contact with drivers having confirmed positive, adulterated, substituted, and invalid test results, for the purposes of setting up an interview for the MRO. The MRO will personally conduct the interview with the driver to determine whether there is a legitimate medical explanation for these results. This interview will be conducted, in most cases, before the Company is notified. If the result is confirmed positive, and a legitimate medical explanation is established, the MRO will report the result to the DER as negative. If not, the MRO will report the result to the DER as positive. If the confirmed result is adulterated or substituted, and a legitimate medical explanation is established, the MRO will report the result to the DER as cancelled and notify ODAPC, in accordance with Part 40 procedures. If not, the MRO will report the result to the DER as a refusal to test. If the result is invalid, and an acceptable reason is established, the MRO will report the result to the DER as cancelled and the process will stop, unless a negative test result is needed (e.g., pre-employment, return-to-duty). If an acceptable reason is not established, the MRO will report the result to the DER as cancelled and order an immediate recollection under direct observation.

Reports. All drug test results will be reported to the Company DER in a confidential and timely manner. Before reporting any results, the MRO will have received a copy of the CCF showing where the driver has signed the form. The time period from collecting the specimen to reporting the verified is generally shorter for negatives than for non-negatives. Non-negatives will not be reported to the DER until all information required for the driver interview is received and approved by the MRO. The Company may use a C/TPA as its intermediary in receiving drug test results. If so, those reports will be handled in accordance with Part 40 requirements. If the MRO does not use Copy 2 of the CCF for reporting results, the MRO will maintain a copy of the signed or stamped report in addition to the signed or stamped and dated Copy 2. If the MRO uses an electronic data file to report negatives, the MRO will maintain a retrievable copy of that report in a format suitable for inspection and auditing by a DOT representative.

7. Split Specimen Testing

Split Specimen. When the MRO has verified a result as positive, adulterated, or substituted, the MRO will notify the driver of his right to have the split specimen tested. The driver must notify the MRO within 72 hours of the result being verified in order to have this testing conducted. If the driver requests that the split specimen be tested within the 72-hour period, the MRO will ensure that the split specimen is tested. Testing of the split specimen is only conducted at the request of the driver, and then only after using the MRO as the requesting agent for the driver.

The Company is responsible for making sure that the MRO, first laboratory, and second laboratory perform the functions noted in Part 40 in a timely manner, once the driver has made a timely request for a test of the split specimen (e.g., by establishing appropriate accounts with laboratories for testing split specimens).

The Company must not condition compliance with these requirements on the driver's direct payment to the MRO or laboratory or the driver's agreement for reimbursement of the costs of testing. For example, if the Company's asks the driver to pay for some or all of the cost of testing the split specimen, and the driver is unwilling or unable to do so, the Company must ensure that the test takes place in a timely manner, which means that the Company will pay for the split testing. The Company may seek payment or reimbursement of all or part of the cost of the split specimen from the driver. Part 40 takes no position on who ultimately pays the cost of the test, so long as the Company ensures that the testing is conducted as required and the results released appropriately.

Laboratory. The testing of the split specimen will be conducted at another HHS-certified laboratory, different from the original laboratory. The Company will select the second laboratory. The split specimen will be tested for the same substance or condition that was found in the primary specimen. The MRO will report back to the DER and the driver whether the split reconfirms the primary. If the

test of the split does not reconfirm the primary, both tests will be cancelled as if they never occurred.

8. Medical Marijuana

The DOT and the Company do not accommodate the use of medical marijuana by DOT-safety-sensitive employees.

VI. ALCOHOL PROGRAM

1. Alcohol Test

Compliance. The Company will follow Part 40 procedures for alcohol testing. A full description of DOT alcohol testing requirements can be found in Part 40, Subpart J--Alcohol Testing Personnel; Subpart K--Testing Sites, Forms, Equipment and Supplies Used in Alcohol Subpart N--Problems in Alcohol Testing; Subpart L ("Alcohol Screening Tests"); Subpart M ("Alcohol Confirmation Tests"); and, Subpart N ("Problems in Alcohol Testing"). These procedures apply to all DOT alcohol tests regardless of the reason for the test.

Personnel and Testing Devices. The Company will only use qualified Screening Test Technicians (STT) or Breath Alcohol Technicians (BAT) for DOT alcohol tests. These technicians will only conduct the test using DOT-approved devices. Devices are approved by the National Highway Traffic Safety Administration (NHTSA), an agency of DOT, and placed on the Conforming Products List (CPL).¹¹ The devices used by the Company will be maintained according to the particular manufacturer's specifications in the Quality Assurance Plan (QAP). External calibration checks will be performed at the intervals specified in the manufacturer's instructions for any EBT used for DOT-required alcohol confirmation testing.

Testing Site, Forms, and Specimen. The Company will provide the driver with the specific location where the test will take place. Tests will be conducted in an area to prevent unauthorized people from hearing or seeing the driver's test result. The Company will remind the driver that failure to sign the DOT Alcohol Testing Form at the instruction of the testing technician will be viewed as a refusal to test. The alcohol screening test may be conducted with breath or saliva, as applicable for the device used by the testing technician. Only breath will be used for the confirmation test, which is conducted by a BAT using an EBT.

Test. The Company will inform the driver that they are required to carry and present a current valid picture ID, such as a driver's license, passport, or employer-issued picture ID to the testing site. The testing technician will perform a screening test and show the driver the test result. If the screening test result is an alcohol concentration of less than 0.02, no further testing is authorized, and there is no DOT action to be taken. The technician will document the result on the ATF, provide the driver a copy and also provide the Company and/or the Company's C/TPA a copy. If the screening test result is 0.02 or greater, the driver will be required to take a confirmation test, which can only be administered by a BAT using an EBT. The BAT will wait at least 15-minutes, but not more than 30 minutes, before conducting the confirmation test. During that time, the driver will not be allowed to eat, drink, smoke, belch, put anything in their mouth or leave the testing area. Leaving the testing area without authorization may be considered a refusal to test. The BAT will perform an "air blank" (which must read 0.00) on the EBT device to ensure that there is no residual alcohol in the EBT or in the air around it. The confirmation test result is the final result of the test, and the result will be shown to the driver and on the printout from the EBT. If the result is less than 0.02, no action is taken under Part 382. Any result of 0.02 or greater will be immediately reported to the Company.

¹¹ National Highway Traffic Safety Administration, Conforming Products List for Evidential Breath Measurement Devices, March 11, 2010, and addendums.

VII. PROGRAM ELEMENTS COMMON TO DRUG AND ALCOHOL

1. Substance Abuse Professional

Compliance. The Company will follow the requirements of Part 40 for its Substance Abuse Professional (SAP) obligations. A full description of the SAP requirements is in Part 40, Subpart O ("Substance Abuse Professionals and the Return-to-Duty Process").

Qualifications. The Company will refer drivers only to SAP's who have the credentials, basic knowledge, and qualification training, including fulfilling obligations for continuing education courses, for DOT violations. The SAP will not be an advocate for the Company or the driver. The SAP's function is to protect the public interest in safety by professionally evaluating the driver and recommending appropriate education/treatment, follow-up tests, and aftercare.

SAP Referral. The Company will provide to each driver who violates a DOT drug and alcohol regulation a listing of SAP's readily available to the driver and acceptable to the Company. The list will include SAP names, addresses, and telephone numbers. There will not be a charge to the driver for compiling or providing this list. The Company may use its C/TPA or other service agent to provide this information. Any driver who has violated DOT drug and alcohol regulations cannot again perform any DOT safety-sensitive duties for this Company until and unless the driver successfully completes the SAP evaluation, referral, and education/treatment process.

Payment. The Company is not required to pay for a SAP evaluation or any subsequent recommended education or treatment for a driver who has violated a DOT drug and alcohol regulation.

Company Responsibility. The Company is only bound by DOT to ensure that if the driver is provided an opportunity to return to a DOT safety-sensitive duty following a violation, that the Company ensure that the driver receives an evaluation by a SAP meeting the requirements of Part 40 and that the driver successfully complies with the SAP's evaluation recommendations before returning to the safety-sensitive job. Even if a SAP believes that the driver is ready to return to safety-sensitive work, the Company is under no obligation to return the driver to work. Under the DOT regulations, hiring and reinstatement decisions are left to the employer. The DOT leaves all payment issues for SAP evaluations and services to the Company and the driver to resolve.

SAP Process. The SAP will make a face-to-face clinical assessment and evaluation to determine what assistance is needed by the driver to resolve problems associated with alcohol and/or drug use. The SAP will refer the driver to an appropriate education and/or treatment program. At the completion of the education and/or treatment, the SAP will conduct a face-to-face follow-up evaluation to determine if the driver actively participated in the education and/or treatment program and demonstrated successful compliance with the initial assessment and evaluation recommendations. Reports will be provided to the Company on both the initial requirements and the outcome of the follow-up evaluation. The report will be specific and will include all of the Part 40 requirements of a written SAP report. The SAP will provide the DER with a written follow-up drug and/or alcohol testing plan for the driver and, if deemed necessary, will also provide the driver and the Company with recommendations for continuing education and/or treatment.

2. Employee Assistance Program

The Company may provide an Employee Assistance Program (EAP) for its drivers and supervisors. The EAP may be established "in house," as part of internal personnel service or may be contracted to an entity that provides EAP services at other locations. The function of the EAP will be to provide drivers with informational material on the awareness and danger of drug and alcohol use. General EAP-information material, such as the availability of brochures or videos, and community service "hotline" telephone numbers will be displayed in common areas and distributed to drivers. Drivers will be encouraged to call the hotline if needed. Additionally, this Plan will be displayed and made available to all drivers. The Plan contains the employer's policy regarding the use of prohibited drugs and alcohol misuse. The areas and places in which the above material will be displayed include employee bulletin boards, break rooms, locker rooms, or other areas designated by the Company.

3. Supervisor Training

Each supervisor who will determine whether a driver must be drug tested and/or alcohol tested based on reasonable suspicion/cause will be trained in the "signs and symptoms" of each substance. Each supervisor will receive one 60-minute period of training on the specific, contemporaneous physical, behavioral, and performance indicators of probable *drug* use and one 60-minute period of training on the specific, contemporaneous physical, behavioral, and performance indicators of probable *alcohol* use. The two 60-minute training periods may run concurrently.

4. Recordkeeping

Compliance. The Company will ensure that all records required by the DOT are maintained. The Company is not required to keep records related to a program requirement that does not apply to Part 40 or 382. The Company or its C/TPA will maintain the records in a locked file system and will be accessed only on a strict "need to know" basis. The Company or its C/TPA will not release a driver's drug and alcohol records to third parties without the driver's specific written consent. A "third party" is any person or organization to whom Parts 40 or 382 do not explicitly authorize or require the transmission of information in the course of the drug and alcohol testing process. "Specific written consent" means a statement signed by the driver that he or she agrees to the release of a particular piece of information to a particular, explicitly identified, person or organization at a particular time.

The Company or its C/TPA will release the driver's information without consent to DOT, FMCSA, or other government agency having regulatory authority over the Company or driver without consent. The Company or its C/TPA will release the driver's information without consent as a part of an accident investigation by the National Transportation Safety Board. The Company or its C/TPA will release the driver's information without consent in certain legal proceedings. These proceedings include a lawsuit, grievance, administrative proceeding (e.g., an unemployment compensation hearing brought by or on behalf of a driver resulting from a positive drug or alcohol test or refusal to test), a criminal or civil action resulting from a driver's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information sought is relevant to the case and issues an order directing the Company to produce the information. In such a proceeding the information will be released to the decisionmaker in the proceeding with a binding stipulation that the decisionmaker to whom it is released will make it available only to parties to the proceeding. After releasing the information, the Company or its C/TPA will notify the driver.

If the Company uses a C/TPA to maintain the records, the Company will ensure that the C/TPA can produce these records at the Company's principal place of business in the time required by the DOT agency for an inspection. The records will be provided within two business days after receipt of the request. Most records will be stored electronically, where permitted by Part 40 and 382. The Company will ensure that the records are easily accessible, legible, and formatted and stored in an organized manner. If electronic records do not meet these criteria for the DOT inspector, the Company will convert them to printed documentation in a rapid and readily auditable manner, at the request of DOT agency personnel.

Records and Retention Periods. The Company or its C/TPA will maintain the following records for the noted time periods, as a minimum:

- a) Records kept for five years:
 - (1) Records of alcohol test results indicating an alcohol concentration of 0.02 or greater;
 - (2) Records of the inspection, maintenance, and calibration of EBTs;
 - (3) Records of verified positive drug test results;
 - (4) Documentation of refusals to take required alcohol and/or drug tests (including substituted or adulterated drug test results);
 - (5) SAP reports;
 - (6) Follow-up tests and schedules for follow-up tests; and,
 - (7) Statistical data related to the Company's testing program, entitled "Management Information System," will be available to a representative of DOT, FMCSA, or a state agency having regulatory authority over the Company upon request.

- b) Records kept for **three years**:
 - (1) Records of information obtained from previous employers under Part 40 concerning **drug** and alcohol test results of drivers;
- c) Records kept for **two years**:
 - (1) Records that demonstrate the drug-testing collection process; and,
 - (2) Records related to the alcohol collection process (i.e., calibration documentation for evidential breath testing devices, documentation of breath alcohol technician training, documents generated in connection with decisions to administer reasonable suspicion alcohol tests, documents generated in connection with decisions on post-accident tests, and documents verifying existence of a medical explanation of the inability of a driver to provide adequate breath for testing); and,
- d) Records kept for **one year**:
 - (1) Negative drug test results.
 - (2) Alcohol results less than 0.02.
- e) Records kept **indefinitely**:

Records related to the education and training of breath alcohol technicians, screening test technicians, supervisors, and drivers shall be maintained by the Company while the individual performs the functions which require the training and for two years after ceasing to perform those functions.
- f) Types of records to be maintained is outlined in 382.401(c)
- g) Location of records. All records required by Part 382 shall be maintained as required by §390.31 and shall be made available for inspection at the Company's principal place of business within two business days after a request has been made by an authorized representative of the FMCSA.

Request for Records. All drivers have the right to request and obtain copies of any records pertaining to the driver's use of alcohol and/or drugs, including records of the driver's DOT-mandated drug and/or alcohol tests, and copies of SAP reports. Requests for records must be made in writing to the DER. A laboratory must provide, within 10 business days of receiving a written request from a driver, and made through the MRO, the records relating to the results of the driver's drug test (i.e., laboratory report and data package). Service agents providing records may charge no more than the cost of preparation and reproduction for copies of these records. SAPs must redact follow-up testing information from the report before providing it to the driver.

5. Management Information System

Compliance. The Company will prepare and maintain the DOT Management Information System (MIS) report for its drug and alcohol testing program. This report will be submitted to FMCSA in accordance with annual submission requirements. If the Company uses a C/TPA then the C/TPA may prepare and maintain the MIS, reporting the MIS as the Company requires. The DER will certify each report submitted by a C/TPA for accuracy and completeness.

VIII. Appendix A - Acknowledgement/Receipt Form

I acknowledge, by signing this form, that my full compliance with the Drug and Alcohol Plan (the "Plan") and DOT drug and alcohol regulation requirements is a condition of my initial and continued employment with the Company. I understand and agree that I may be discharged or otherwise disciplined for any drug and/or alcohol violation, committed by me, as cited in the Plan and/or in the DOT drug and alcohol regulatory requirements.

I also acknowledge, by signing this form, that a copy of the Plan has been made available to me and that I have read and understand the requirements of the Company and DOT drug and alcohol program. I have also been provided with informational material on the dangers and problems of drug abuse and alcohol misuse.

Signed, this the _____ day of _____, 20_____.

Employee Name (Please Print)

Employee Signature

Company Representative Name (Please Print)

Company Representative Signature

IX. Appendix B - Designated Personnel and Service Agents

CONSORTIUM/THIRD PARTY ADMINISTRATOR (C/TPA)

Name: Express Labs, Inc.

Address: 104 Starwood Ln, Holly Springs, NC 27540

Phone Number: 919-346-1141

DESIGNATED EMPLOYER REPRESENTATIVE (DER)/ALCOHOL & DRUG PROGRAM MANAGER

Name: Rick Howard / Town of Discovery Bay

Address: 1800 Willow Lake Road, Discovery Bay, CA 94505

Phone Number: (925) 634-1131

MEDICAL REVIEW OFFICER (MRO)

Name: D.R.S., Dr. Neil Dash

Address: 546 Franklin Ave., Massapequa, NY 11758

Phone Number: 516-541-7816

SUBSTANCE ABUSE & MENTAL HEALTH ADMINISTRATION (SAMHSA/HHS) LABORATORY

Name: Quest Diagnostics

Address: 10101 Renner Boulevard, Lenexa, KS 66219

Phone Number: 913-888-1770

COLLECTION SITE(s) - DRUG AND BREATH ALCOHOL

Name: Quest Diagnostics

Address: 1181 Central Blvd., Brentwood, CA 94513

Phone Number: (925) 516-4900

LIST OF APPROVED EVIDENTIAL BREATH TESTING DEVICES (EBTS) UTILIZED:

EBT Manufacture Name and EBT Model Name:

Lifeloc, Phoenix 6.0 Breath Alcohol Tester

SUBSTANCE ABUSE PROFESSIONAL (SAP)

Name: Robert Harelson Group

Address: 3411 Mount Diablo Blvd., Lafayette, CA 94549

Phone Number: (925) 639-2555

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Name: MHN - A Health Net Company

Address: P.O. Box 10697, San Rafael, CA 94912

Phone Number: (800) 242-6220

TOWN OF DISCOVERY BAY
A California Community Services District

FMCSA DRUG/ALCOHOL PLAN
© NATIONAL COMPLIANCE MANAGEMENT SERVICE, INC. (NCMS) ~ 2010

X. Appendix C - Covered Positions

**EMPLOYEE/SUPERVISOR POSITIONS SUBJECT TO ALCOHOL & DRUG TESTING
(JOB CLASSIFICATIONS/TITLES)**

SUPERVISOR POSITIONS THAT HAVE RECEIVED ALCOHOL AND DRUG TRAINING (60 MINUTES DRUG, 60 MINUTES ALCOHOL)

<u>Title</u>	<u>Employee</u> Check applicable box.	<u>Supervisor</u> Check applicable box.	<u>Title</u>	<u>Employee</u> Check applicable box.	<u>Supervisor</u> Check applicable box.
Virgil Koehne	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Fairin Perez	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
0	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				

XI. Appendix D - Company Disciplinary Actions and Additional Procedures

1. Company Discipline

Under the Drug and Alcohol Plan, the Company is committed to a drug and alcohol free workplace. Violations to this Plan include:

- a) The presence in the body, possession, use, distribution, dispensing, and/or unlawful manufacture of prohibited drugs and the misuse of alcohol is not condoned while conducting Company business, or while in work areas or Company vehicles on or off Company premises. No employee will work under the influence of prohibited drugs and alcohol.
- b) An employee or applicant who tests positive for drugs, has an alcohol concentration of 0.04 or higher, or refuses to take any drug or alcohol test as directed by the Company.
- c) The prohibited use of alcohol with a test result of 0.02 or greater, but less than 0.04.

Employees violating this Plan will be subject to disciplinary actions up to and including termination. Disciplinary action may include, but is not limited to: removal from working in a covered position, suspension, loss of pay, and termination of employment.

2. Additional Company Procedures

Reservation of Rights. The Company reserves the right to interpret, modify, or revise this policy statement in whole or in part without notice. Nothing in this policy statement is to be construed as an employment contract nor does this alter an employee's employment at-will status. The employee remains free to resign his/her employment at any time for any or no reason, without notice. Similarly, the Company reserves the right to terminate any employee's employment, for any or no reason, without notice.

Compliance with All Laws. This policy statement will be amended from time to time to comply with changes in Federal and State laws.

The Company reserves the right to revise or amend this policy with or without notice at any time.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK TO ADD ADDITIONAL COMPANY DISCIPLINARY ACTIONS AND PROCEDURES IF NEEDED.

*Town of Discovery Bay Community Services District
Contra Costa County, California*





Town of Discovery Bay

Program Area: Administrative	Policy Name: IIPP Policy	Policy Number: 021
Date Established: September 17, 2008	Date Amended: September 3, 2014	Resolution: 2014-19

1.0 PURPOSE

The purpose of the Town of Discovery Bay (TODB) Injury and Illness Prevention Program (IIPP) is to provide employees with a safe and healthy workplace by identifying responsibilities to be followed by management, employees and the employer. Employees have a right to a safe workplace and their employer has a duty to ensure that every manager and supervisor is aware of the TODB's safe work practices and that they are being followed by each employee.

The TODB is adopting this Injury and Illness Prevention Program to meet or exceed the requirements of California Code of Regulations, Title 8, §3203. It applies to all full and part-time employees, temporary and seasonal employees and volunteers of the Town of Discovery Bay.

2.0 EVALUATING HAZARDS

Before a task or job is to be started, an evaluation of the hazards associated with that task or job needs to be completed. For example, a supervisor cannot task an employee to enter or even open a manhole cover without ensuring that the employee has been properly trained on the potential hazards of this task.

The employer, supervisors, managers, etc. must be aware of all hazards related to operating equipment or tasks being performed by their respective employees.

A tool that can be used in identifying and evaluating work place hazards is the Job Safety Analysis Form (Appendix A).

When hazards need to be identified & evaluated:

- i. When Safety Orders of the California Code of Regulations that govern the operation or activity (e.g. General Industrial Safety Orders, Construction Safety Orders, etc.) are revised.
- ii. During the accident investigation process.
- iii. When revealed during a routine inspection.
- iv. Whenever new substances, processes, procedures, or equipment are introduced to the work place that represents a new safety hazard.
- v. Whenever the TODB is made aware of a new or previously unrecognized hazard.
- vi. When employee safety suggestions are made regarding a hazard.

This IIPP is not intended to cover all safety procedures at the TODB. The TODB has developed specific programs that may be found within each applicable department. These programs include, but are not limited to:

- Asbestos Management
- Codes of Safe Practices (or Standard Operating Procedures)
- Concrete Dust Generating Operations
- Confined Spaces
- Emergency Action Plan
- Emergency Operations Center (SIMS/NEMS)
- Ergonomics
- Excavation and Trenching
- Exposure Control for Bloodborne Pathogens
- Fall Protection
- Hazard Communication Program
- Hazardous Waste Management
- Hearing Conservation
- Heat Illness Prevention
- Hotwork
- Lockout/Tagout
- Personal Protective Equipment Policy
- Respiratory Protection
- Workplace Violence

3.0 SAFETY RESPONSIBILITIES & JOB SAFETY CLASSIFICATIONS

3.1 EMPLOYER RESPONSIBILITIES

The TODB is responsible for providing the following under this IIPP:

- i. Establish, implement and maintain an effective IIPP and update it periodically to keep employees safe. The IIPP is reviewed annually by management with any employee input taken into consideration.
- ii. Inspect workplace(s) to identify and correct unsafe and hazardous conditions (Section 5.0 of this IIPP).
- iii. Identify persons by name with the responsibility and authority to implement and maintain this IIPP.
- iv. Provide to employees required by this program and other related safety programs to prevent injury or illness.
- v. Use color codes, posters, labels or signs to warn employees of potential hazards.
- vi. Establish or update operating procedures and communicate them so employees follow safety and health requirements (Section 4.0 of this IIPP).
- vii. Develop systems to investigate workplace accidents/exposures and to provide corrective action(s) to prevent reoccurrence.
- viii. Report immediately, but no longer than 8 hours, by telephone to the nearest Cal/OSHA Enforcement Unit district office any serious injury or illness, or death, of an employee occurring in a place of employment or in connection with any employment. Serious injury or illness is defined in section 330(h), T8CCR (Section 6.2 of this IIPP).
- ix. Keep records of work-related injuries and illnesses on the log 300. At the end of the calendar year, copy the totals from the log 300 and transfer the information to the log 300A which must be posted February 1 through April 30 each year.

- x. Post, at a prominent location within the workplace, the Cal/OSHA poster informing employees of their rights and responsibilities.

3.2 SAFETY COORDINATOR

The Safety Coordinator has the lead role in advising and assisting supervisors and managers in executing their safety-related responsibilities.

The Safety Coordinator for the TODB is Sue Heintz, the Town's Executive Assistant.

The Safety Coordinator's responsibilities include:

- i. Assuming the lead role and the general authority to supervise all aspects of the IIPP and other safety related matters.
- ii. Utilizing all available resources to ensure hazards are reasonably resolved in a timely manner.
- iii. Working with Department Safety Coordinators and management to ensure that safety is compliant in all departments by periodic inspections, training or site visits.
- iv. Coordinating with Du-All Safety and/or other third party safety consulting company to provide support services.
- v. Working with safety committee/department management to ensure that safety training is scheduled. Document and maintain training records for each employee.
- vi. Working with management and the safety committee to respond to employee safety suggestions and reports of hazardous conditions.
- vii. Ensure that Cal/OSHA has been notified within 8 hours of any serious injury or death.

3.3 SAFETY COMMITTEE

The safety committee is comprised of the Safety Coordinator and Department Safety Coordinators. There are no term limits for any committee member. The safety committee charter may be found in Appendix B and a list of those individuals serving on the Safety Committee Members may be found in Appendix C.

Along with implementing the program, the safety committee members will, at a minimum, be responsible for the following:

- i. Attend safety committee meetings.
- ii. Disseminate safety related information to their supervisors so that each department is aware of upcoming training, inspection findings, reporting hazards and corrective actions.
- iii. Relate any safety concerns within their department to the safety committee for remediation and/or compliance. Report any unsafe conditions to their supervisor.
- iv. Support good housekeeping standards and cleanliness at the TODB.
- v. Report to the safety committee any safety suggestion or hazardous condition brought to their attention.
- vi. Evaluate causes of injuries and what actions need to be taken to protect other employees.
- vii. Recognize employee who contribute to the safety programs and/or effect positive change through safety suggestions, observations and recommendations for improvement.

3.4 DEPARTMENT COORDINATORS

The department/division coordinators are found in Appendix C. Department Safety Coordinators are responsible for the following:

- i. Ensure that there is someone available onsite to assume safety responsibilities in their absence. E.g. Department Safety Coordinator alternate.
- ii. Be a member of, and active participant in, Safety Committee meetings. Responsibilities include those listed above in Section 3.3.

3.5 MANAGERS, SUPERVISORS, FIELD SUPERVISORS, CREW LEAD WORKERS

All personnel responsible for employee supervision shall:

- i. Ensure that his/her employees are following all established and customary safety procedures and policies.
- ii. Be current on all safe work practices.
- iii. Ensure that employees are wearing all required personal protective equipment (PPE).
- iv. Not direct employees to perform tasks for which they have not received proper training.
- v. For those employees who work under construction orders (Section 3.7.2), conduct “tailgate” or “toolbox” safety meetings at least every 10 working days. These meetings are designed to review hazards associated with upcoming work and communicate systems in place to prevent employee injury or illness.
- vi. Report any injury or near miss (non-injury incidents) to Carol McCool, the Administrative Assistant.
- vii. Ensure that every employee required to attend safety training is in attendance and attentive. If an employee misses a class, coordinate with the Safety Coordinator to ensure that said employee receives make-up training prior to the covered job assignment.
- viii. Understand and be aware of all hazards associated with all established and customary job assignments.

3.6 ADMINISTRATION AND HUMAN RESOURCES

Administration will be coordinated by Richard Howard, General Manager. Those responsibilities include:

- i. Coordinate and ensure that all accident and injury reports have been filled out correctly so if a workers’ compensation claim is made, all documentation is correct.
- ii. Maintain required OSHA Log 300 form. Post the OSHA 300A form from February 1 through April 30 of the previous year’s accident summary in prominent locations throughout the TODB so that employees may have easy access to the summary.
- iii. Work with management and the safety committee to ensure that all employees’ safety concerns or suggestions are being handled with due diligence.
- iv. Provide any forms required to be filled out by managers and employees in the event of an injury or accident.
- v. Maintain all medical surveillance and other Cal/OSHA related documentation. Provide medical examinations when required by Cal/OSHA standards and annually tell employees how they may access their medical records.
- vi. Disciplining employees for failure to comply with safe and healthful work practices.

3.7 EMPLOYEES

Although the employer and management have the primary responsibility in providing employees with a safe and healthy workplace, employees are ultimately responsible for their own safety. Employees’ responsibilities for safety include:

- i. Attend all required safety classes. This includes participating and being attentive.
- ii. No employee is permitted to do work that they feel is unsafe or for which they have not been properly trained or equipped.
- iii. Follow the TODB's established safety policies, procedures and programs.
- iv. Immediately report any unsafe or potentially dangerous situation so that the situation may be abated.
- v. Immediately report all injuries and near misses to their supervisor.
- vi. Understand that an employee shall be disciplined for failure to follow safe procedures. (See Section 9.0).
- vii. Work with management in updating and "fine-tuning" the Code of Safe Practices or any other work practice so that the most up-to-date and comprehensive safety procedure is being followed. (See Section 4.0)
- viii. Encourage fellow employees to constantly maintain a safety "mindset".

3.8 JOB CLASSIFICATIONS

At the TODB, employees are protected under the Cal/OSHA California Code of Regulations General Industrial Safety Orders (GISO), or the Construction Safety Orders (CSO), depending on the type of work being performed.

Construction work is: *"When employment exists in connection with the construction, alteration, painting, repairing, construction maintenance, renovation, removal, or demolition of any fixed structure or its parts, that work will considered construction, and will be regulated by the CSO."*

OSHA definition of structure: *That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.*

Managers, supervisors or any person who has responsibility in directing or supervising an employee should be aware if the work being performed falls under the GISO or CSO. By understanding the work being performed and knowing which set of orders employees fall under, managers and supervisors may train and educate their employees on proper safety procedures regulated by Cal/OSHA.

It is possible that because of the diverse nature of their assignments, field personnel could be governed by either set of orders depending on the task. At construction projects, the CSO take precedence over any other general orders that are inconsistent with them, except for Tunnel Safety Orders or Compressed Air Safety Orders.

Where this distinction is significant, notice shall be made in this and all subordinate programs, practices, and documents.

3.8.1 General Industry Safety Orders (GISO)

Examples of work that would be considered falling under the GISO may include:

- i. General administration
- ii. Custodial work
- iii. Gardening & Landscaping
- iv. Warehouse /Storage
- v. General driving

3.8.2 Construction Safety Orders (CSO)

Examples of work that would be considered falling under the CSO may include:

- i. Carpentry
- ii. Electrical
- iii. Painting and/or Plastering
- iv. Plumbing

4.0 CODE OF SAFE PRACTICES

Once all hazards are identified and evaluated by using the General Industry Safety Orders (GISO), the Construction Safety Orders (CSO), other pertinent regulations, employee input, and available published statistics, the Code of Safe Practices is then developed. The code includes all the proper preventive measures to work in an environment, or with construction equipment safely.

Note that although under California Code of Regulations, the Term “Code of Safety Practices” pertains only to Construction Safety Orders, for the purposes of the TODB’s IIPP, it will refer to safe work rules used for both Construction and General Industry work.

Some departments at the TODB may have specific work practices that are unique to that department. Supervisors and managers of each department should evaluate the hazards associated within their department and along with employee input develop a Code of Safe Practice to be followed by all employees to minimize injury while performing each task.

Employees are to receive specific instruction by their supervisor with respect to hazards specific to each employee's job assignment, as found in the Code of Safe Practices.

- i. The Code of Safe Practices must be reviewed and updated periodically as new hazards are identified. Each Code of Safe Practice should be reviewed at least annually by each department.
- ii. When the Code of Safe Practices is updated, workers must be trained and/or alerted by their respective managers, supervisors, etc. to the new hazard and the new proper safe practice(s) being implemented.

All Code of Safe Practices may be found in the binder titled “Code of Safe Practices” located at the main Town Office, located at 1800 Willow Lake Road. Department Manager’s may also have a copy in their possession; however, the official copy will be located at the Town Office.

5.0 PERIODIC INSPECTIONS

Periodic inspections are designed to ensure that the Code of Safe Practices is being followed and to help identify new or previously unrecognized hazards. Inspection reports will be provided to the appropriate persons responsible for the inspected area(s).

Du-All Safety, the TODB’s safety consultant, shall conduct inspections of all facilities annually. High-hazard areas will be inspected periodically (at least twice a year) to determine if proper procedures and the correct personal protective equipment (PPE) is being used. These inspections should be spontaneous with no advance warning given to the crews.

Managers and Supervisors should be conducting inspections as often as possible to ensure safe working conditions at all times.

- i. When a hazard is identified by any person, all personnel exposed to the hazard are to be warned and notified of the hazard and potential danger. This may be done by any supervisor or employee.
- ii. Hazards identified during inspections shall be corrected in a timely manner based on the risk assessment code found later in this section. If a serious hazard cannot be immediately abated without endangering workers and/or property, the TODB will remove all exposed workers from the area except those necessary to correct the existing condition.
- iii. Workers correcting any hazardous condition shall be provided with the necessary protection.
- iv. If there is a piece of equipment or a procedure that is immediately dangerous to life and health, the condition is to be corrected immediately. If the condition cannot be corrected immediately, the hazardous equipment should be locked and/or tagged out of service (or procedure discontinued).
- v. If any employee fails to follow the Town of Discovery Bay's safety procedures, the employee's supervisor should:
 - I. Inform the employee of the violation.
 - II. Inform or remind the employee of the correct procedure.
 - III. Ask the employee to comply and correct the violation(s).
 - IV. Remind the employee of the Town of Discovery Bay's disciplinary policy.
- vi. All safety violations, hazards and safety concerns will be documented, and a risk assessment code assigned, based on the descriptions given below.
- vii. A supervisor will designate who will fix the hazard and a completion date is to be established and checked off by the appropriate person.
- viii. When the problem is fixed, the inspection form (Appendix D) should be signed and dated by the person responsible for the work.

SAFETY RISK ASSESSMENT CODE

The Risk Assessment Code is determined as follows:

Class 1 - Critical (may cause death, serious injury, significant environmental impact, or substantial financial losses) and/or is likely to occur soon.

Class 2 - Serious (may cause injury, occupational illness, or environmental or property damage) and/or probably will occur in time.

Class 3 - Minor (probably would not significantly affect personnel or environmental safety or health, but is a violation of specific criteria).

The correction protocol that is used may include one or more of the following:

- i. Engineering control (i.e. cones, flags, lights, etc);
- ii. Personal Protective Equipment (PPE);
- iii. Administrative control (i.e. no cell phone use while driving or flagging);
- iv. New safety rules; and/or
- v. Employee training.

Required Inspection Frequency

Fire Extinguisher	Monthly
Eye Wash Station	Monthly
Emergency Shower	Monthly
Forklift	Pre-shift
Hazardous Waste Containers	Weekly
Fall Protection Equipment	Semi-annually
Confined Space Equipment	Per Equipment Manufacturer

This is not intended to be a complete list of inspections. There may be other required safety inspections depending on what other hazards and equipment exist (DOT, Cranes, etc.).

6.0 INJURY & ILLNESS INVESTIGATIONS AND RECORD KEEPING

6.1 INVESTIGATIONS OF OCCUPATIONAL INJURY OR ILLNESS AND CORRECTIVE ACTIONS

Once an occupational illness, accident, or injury occurs, a report must be completed by the employee and the employee's supervisor immediately. All required and necessary forms may be found in the main office. All applicable forms should be completed in a timely manner and given to Carol McCool. The forms that are included in the packet are:

- i. Supervisor's Investigation of Employee Injury Form
- ii. Employee's Report of Job Injury
- iii. Witness to a Job Related Injury
- iv. Employer' Report of Occupational Injury or Illness (5020)
- v. Worker's Compensation Claim Form (DWC1)

In the event of a near miss (non-injury incident), the incident is still to be investigated but not all of the above documentation is required.

6.2 SERIOUS INJURY REPORTING TO CAL/OSHA

The TODB shall report immediately by telephone to the nearest District Office of the Division of Occupational Safety and Health any serious injury or illness, or death, of an employee occurring in a place of employment or in connection with any employment.

Immediately means as soon as practically possible but not longer than 8 hours after a manager or higher knows or with diligent inquiry would have known of the death or serious injury or illness.

A serious injury is defined as: *an injury or illness which requires hospitalization for more than 24 hours for other than medical observation or in which an employee suffers a loss of any member of the body or suffers any serious degree of permanent disfigurement.*

Exception: An injury is not reportable if it occurs during a crime (penal code violation), or on a public roadway (vehicle accident). If uncertain whether the accident was a "vehicle accident", notification to Cal/OSHA is advised.

6.2.1 REPORTING PROCEDURE

Employees are responsible for immediately notifying their Manager or Supervisor of a serious injury or death to any employee. The Manager or Supervisor priority is to provide medical attention to the injured employee. Management will then notify Administration/Human Resources of the injury/illness/fatality. Administration/Human Resources will then determine if the injury/illness is serious and if so, call and report it to Cal/OSHA. If the Manager or Supervisor is unable to talk with the Rich Howard or Carol McCool, they are to leave a detailed voice message on their voicemail and then call Cal/OSHA to report the serious injury/illness or fatality at:

Concord District Office
1450 Civic Court, Suite 525
Concord, CA 94520
(925) 602-6517

- i. If a contract employee is injured while performing work on behalf of the TODB, the contractor's employer must notify Cal/OSHA within statutory reporting guidelines.
- ii. When making notification, the reporting party shall include the following information, if available:
 - I. Time and date of accident.
 - II. Employer's name, address and telephone number.
 - III. Name and job title, or badge number of person reporting the accident.
 - IV. Address of site of accident or event.
 - V. Name of person to contact at site of accident.
 - VI. Name and address of injured employee(s).
 - VII. Nature of injury.
 - VIII. Location where injured employee(s) was (were) moved to.
 - IX. List and identity of other law enforcement agencies present at the site of accident.
 - X. Description of accident and whether the accident scene or instrumentality has been altered.

6.3 CAL/OSHA RECORD KEEPING

- i. Whenever an Employer's Report of Occupational Injury or Illness Form 5020 is filed, an entry must be made in the Cal/OSHA Form 300.
- ii. Management shall also complete the Cal/OSHA Form 301.

6.4 GENERAL SAFETY RECORD KEEPING

The Safety Coordinator office will keep records of:
Documented safety and health training including:

- i. Documented accident, injury and illness investigations including the completed form(s).
- ii. Copies of all required injury-and illness-related forms.
- iii. Safety Committee meeting minutes.
- iv. Disciplinary records.
- v. Inspection reports and corrective actions.
- vi. Safety suggestions (Appendix H).
- vii. Accident reports and medical surveillance documents.

6.5 RECORDS RETENTION

The legally mandated minimum records retention durations are provided in Appendix E.

7.0 COMMUNICATION

Communication is an important part of the IIPP. The TODB management believes the best way to maintain the safety "mind set" is through the following means:

- a. A safety bulletin board for written communication, relevant safety topics, and posted temporary hazards.
- b. Since the employee is often in a better position to spot potential hazards in the work areas we have placed suggestion boxes and forms are located:
 - Community Center Staff Room
 - Town Hall Break Room
- c. Employee input with regard to safety is encouraged. All suggestions will be reviewed at the Safety Committee Meeting with a response given in a timely manner to the person making the suggestion. In the event of an anonymous suggestion, a response will be written and provided in the safety committee meeting minutes as posted on the safety bulletin board.
- d. Safety posters and signs will be posted in common areas to help remind employees of certain hazards and to protect themselves.
- e. A standing Safety Committee meets the third Wednesday of each month at 10:30 AM. The Charter for the committee may be found in Appendix B.
- f. Because there is no construction work typically performed by employees of the Town, field staff are not required to conduct "toolbox" or "tailgate" safety meetings every 10 working days. The Town's contractor, Veolia Water does provide construction services on Town property. As such, Town Operations employees are encouraged to participate in the Veolia "tailgate" safety meetings if the subject is pertinent to their respective functions.
- g. Report any unsafe or potentially dangerous situation to their supervisor so that the situation may be abated.
- h. Report any injury or near miss (non-injury related accident) to the next highest supervisor who will then forward any report to Human Resources.

8.0 TRAINING

Training is the most important part of this program. It is critical that everyone understand their workplace hazards and is trained in:

- i. Safety procedures and policies.
- ii. Procedures to document and record workplace injuries or illnesses.
- iii. Employee and management responsibilities towards safety.
- iv. The Town of Discovery Bay's disciplinary policy.

Supervisors and/or Safety Coordinators shall receive training to familiarize them with the health and safety hazards to which employees under their immediate direction and control may be exposed.

Supervisors and/or Safety Coordinators are responsible for ensuring that those under their direction receive training on general workplace safety as well as on health and safety issues specific to their job.

Training is provided:

- i. To all employees and those given new job assignments for which training has not yet been received.
- ii. Whenever new substances, processes, procedures or equipment are introduced to the workplace that represents a new hazard.
- iii. Whenever the employer is made aware of a new or previously unrecognized hazard.

The Training Log for all employees is to be filled out completely, upon the completion of any training. All training logs, including tailgate meetings, should be forwarded to the Safety Coordinator.

9.0 ENFORCEMENT PROCEDURES

Employees who fail to comply with the Town of Discovery Bay's safety policies and procedures will be subject to disciplinary action, up to and including, termination.

Employees are referred to their management or Administration regarding the Town of Discovery Bay's disciplinary policies and procedures, as found in the Personnel Manual.

*Town of Discovery Bay Community Services District
Contra Costa County, California*





Town of Discovery Bay

Program Area: Parks & Recreation	Policy Name: Alcohol Policy	Policy Number: 022
Date Established: September 3, 2014	Date Amended: N/A	Resolution: 2014-21

POLICY STATEMENT

The Town of Discovery Bay Community Services District supports the ability to allow renters of District facilities the ability to host private parties and to serve or consume alcohol during facility rentals when it is determined by staff to be feasible and age appropriate. This policy provides the framework to guide renters in the process to be able to serve or consume alcohol for private parties and events. The Policy outlines the procedural structure that adjusts to the different types of facility rentals based on the number of planned attendees. Management within the District must determine the appropriateness for alcohol consumption during all potential rentals to maintain consistency with this policy.

APPLICATION, AGREEMENT, & SPECIAL ALCOHOL PERMIT

Each potential renter that would like to serve or consume alcohol during a facility rental must fill out the appropriate application and agreement as well as the special alcohol permit. The rental applicant must also meet all guidelines listed in the agreement. The District reserves the right to accept or reject an individual or group's offer to serve or consume alcohol. It is strictly prohibited to sell or barter alcohol, and will be cause for immediate revocation of the permit and the cancellation of the event.

SPECIAL ALCOHOL PERMIT QUALIFICATIONS

- **Age** - Any person seeking to rent a District facility who intends on serving or consuming alcohol must be 21 years of age with a valid ID, and anyone who wishes to serve or consume alcohol during the rental must be 21 years of age and have a valid ID. Special Alcohol permits will not be issued if the guest of honor is a minor or if the majority of the attendees are minors.
- **Applications & Fees** - All applicants must fill out a rental application for the facility they would like to rent. All rental fees and deposits must be paid in full prior to the event. The Special Alcohol permit must be filled out completely and submitted at least (2) weeks prior to the rental. The alcohol permit fee for the Special Alcohol Permit is based on the number of attendees who will be present during the rental period.

1-50 Attendees - \$50
51-100 Attendees - \$75
100+ Attendees - \$100
- **Insurance** - Applicants are required to provide a certificate of insurance that names the Town of Discover Bay as an additional insured providing general liability insurance in and amount of not less than \$1,000,000 for each occurrence and \$1,000,000 general aggregate. The Town of Discovery Bay may be able to obtain a certificate of insurance for the event at the expense of the applicant.

DETERMINING AND APPROVAL – SPECIAL ALCOHOL PERMIT

Once the District has received a Special Alcohol permit application, the Department Manager will review the permit and make sure that all qualifications have been met. Completed forms will be reviewed for approval by the General Manager, or designee, prior to issuance of a Special Alcohol Permit.

FACILITIES

The following are the District facilities at which serving or consumption of alcohol may be approved during facility rentals with the required permits and fees

Indoor Facilities

Discovery Bay Community Center's Cabrillo Room
Discovery Bay Community Center's Marina Room
Discovery Bay Community Center's Discovery Room

Outdoor Facilities

Discovery Bay Community Center's Event Lawn
Discovery Bay Community Center's BBQ Area

RULES AND REGULATIONS

1. A District facility attendant will be present for rentals with 50+ attendees. An added fee of \$15.00/hour or partial will be assessed prior to the event based upon the anticipated timeframes. Any additional expenses shall be paid in full at the conclusion of the event or may be deducted from the security deposit .
2. All guests who will be served alcohol must be at least 21 years old and be able to provide a valid ID. Guests who cannot provide a valid ID will be acknowledged as a minor. There are No Exceptions.
3. Alcohol service includes beer, wine, & champagne. Liquor and other distilled spirits are prohibited (Glass beer bottles are prohibited).
4. Alcohol may only be brought in by the person or organization responsible for the rental or a licensed caterer. Guests may not bring their own beverages to the event. Non-Compliance may result in the cancellation of the event at the discretion of Town staff.
5. Alcohol is not to be consumed outside of the rental area(s), and shall not be consumed in entry ways or parking lots.
6. All rentals that request alcohol must have a certificate of insurance that names Town of Discovery Bay as an additional insured, as described above.
7. Alcohol will not be permitted when the guest of honor is a minor, or when a majority of the attendees are minors.
8. Alcohol service must stop (30) minutes before the designated end time of the rental.
9. There may be additional requirements for rentals with more than (50) attendees including but not limited to necessity of security, at the discretion of Town staff.
10. Alcohol service or consumption that has not been approved or fails to comply with all requirements of the agreement will result in termination of rental, and forfeiture of rental deposit.
11. The event host is responsible to fulfill all requirements of the agreement. The District is not responsible for any loss of the rental expense due to the requirements not being met.



Town of Discovery Bay

Program Area: Board Policy	Policy Name: Facility Naming Policy	Policy Number: 023
Date Established: June 17, 2015	Date Amended: N/A	Resolution: 2015-11

Purpose of Policy

To establish the manner and criteria for which new or existing facilities within the Town of Discovery Bay shall be named.

It is to the benefit of the Town of Discovery Bay that a name for facilities be determined in order to clarify reference to, and identification of, the site for the benefit of the public, Town of Discovery Bay Board, and staff.

When appropriate, a facility may be named in honor of a person, if that person has made a major contribution to the community.

Naming Process

For any facility covered by this policy, the Town of Discovery Bay Board of Directors shall approve all facility names, consistent with this policy.

General Criteria

- a. Names of facilities should generally be easy and recognizable references for all residents and visitors.
- b. Historical names may be considered when the name is appropriate to the site.
- c. Descriptive nomenclature should be included in the name of the facility, such as "Community Park," "Neighborhood Park," or "Community Center."
- d. Specific areas within a facility may be named separately after an individual or for a geographical area.
- e. The facility name may be changed by action of the Town of Discovery Bay Board when community interests and events make such a change necessary.
- f. Developers who either contribute or construct facilities are not guaranteed the naming rights.

Specific Criteria for Naming New or Existing Facilities

Naming and dedications of facilities are a special recognition that is considered for persons deserving exceptional recognition for their unique, substantial or outstanding contributions. If the facility or a portion thereof, is to be named or dedicated for an individual, family, or organization, the Town of Discovery Bay Board shall consider and apply the following criteria:

1. Naming a facility after individuals, families, or organizations should only be considered when the individual, families, or organizations have made exceptional contributions to the community, which could include distinguished public service or community activities.
2. When the Town of Discovery Bay Board of Directors considers naming a facility after a person, if the person is no longer living, he/she must have been deceased for no less than five (5) years prior to approving the facility name.
3. When the Town of Discovery Bay Board of Directors considers naming a facility after a person who is, or has been, a Town of Discovery Bay Board member, or employee his/her service as a Board member or employee must have ended no less than five (5) years prior to approving the facility name.
4. The funding source for the appropriate signage will be identified at the time of naming any facility.



Town of Discovery Bay

Program Area: Board Policy	Policy Name: Use of Town Owned Equipment	Policy Number: 024
Date Established: September 2, 2015	Date Amended: N/A	Resolution: 2015-16

Purpose of Policy

This Policy establishes procedures for the outside use of Town owned equipment and the manner in which it is made available to the community for local community events.

General Criteria

The Town of Discovery Bay owns and maintains a fleet of vehicles and equipment necessary to carry out the day-to-day operations of the Town. The Town owns a variety of portable generators in various sizes, a trailerable light stand, message board, and other rolling stock and equipment.

The District will provide one piece of equipment free of charge to local (Discovery Bay based) 501(c) 3 non-profit groups for events which take place within Discovery Bay, are open to the public and for which there is no charge to residents, subject to the operational needs of the District and the following conditions:

- 1) Except for use of the equipment, any costs incurred by the District associated with the provision of equipment (e.g., transportation, labor, etc.) shall be the responsibility of the event organizer;
- 2) The District shall be recognized as an event sponsor through signage or inclusion in any promotional materials distributed before or during the event;
- 3) Event organizer shall furnish proof of insurance in an amount not less than one million dollars (\$1,000,000.00) and naming the District as an additional insured pursuant to Article 24 of District Policy No. 13 *Park Rules and Regulations*.
- 4) That equipment will not be transported by anyone other than a District representative authorized to transport District owned assets.
- 5) The provision of District equipment shall be at the sole discretion of the General Manager.

In the event additional equipment is requested or if the requested equipment exceeds 48 hours the following fees shall apply:

- 1) That there is a Two-Hour minimum.
- 2) Each additional piece of equipment is \$25/hour, \$25 fuel surcharge (if applicable), \$25 for delivery and \$25 for pick-up.
- 3) That equipment will not be transported by anyone other than a District representative authorized to transport District owned assets.