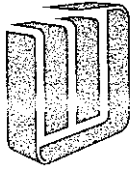


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METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Harold E. Doff
EXECUTIVE SECRETARY

8-3(a)

July 9, 1992

To: Board of Directors
From: Chairman, Organization and Personnel Committee
Subject: Terms and Conditions of Employment for Employees Represented by
the Supervisors and Professional Personnel Association

Report

The Memorandum of Understanding (MOU) with the Supervisors and Professional Personnel Association (Supervisors Association) terminated on June 20, 1992. The Organization and Personnel Committee met with representatives of the Supervisors Association and representatives of management's negotiating team on July 13, 1992, to resolve issues which had resulted in an impasse. Prior to that meeting, the General Manager met with representatives of the Supervisors Association on July 9, 1992 to discuss these matters. The sole item which resulted in the impasse was the issue of salary. Management's best and final salary offer is a 3.57 percent salary adjustment commencing June 21, 1992. This proposal would provide the employees represented by the Supervisors Association the same increase as is being proposed in separate letters for the employees represented by the Management and Professional Employees Association, the Association of Confidential Employees, and unrepresented employees commencing on June 21, 1992.

Because the parties could not agree on a memorandum of understanding, the Organization and Personnel Committee is recommending that the Board of Directors unilaterally adopt terms and conditions of employment commencing June 21, 1992 for employees represented by the Supervisors Association. The proposed terms and conditions of employment (Attachment #1) provide for the following significant changes for employees in the bargaining unit:

1. Term. The terms and conditions of employment shall become effective as of June 21, 1992, and shall terminate no earlier than June 19, 1993.
2. Salaries. A 3.57 percent increase to be effective June 21, 1992.

3. Medical Insurance. It is proposed that the District's monthly contribution to medical plans maintained by the Public Employees' Medical and Hospital Care Act which are in effect as of August 1, 1992, be as shown below:

	<u>District Contribution</u>
Employee Only	\$211/month
Employee and One Dependent	\$399/month
Employee and Two or More Dependents	\$531/month

The proposed District increase in monthly medical contributions for employees represented by the Supervisors Association will be equal to 90% of the total premium for the PERS-CARE health plan. This increase in contribution will equal the District contribution made on behalf of employees represented by the Employees Association bargaining unit and scheduled to take effect on August 1, 1992 in accordance with the provisions of their three-year contract.

4. Dental Insurance. During the term of the contract, the District shall continue to fully pay for the premiums for group dental insurance provided by Delta Dental Company for all employees represented by the Supervisors Association. Group dental benefit levels will be similarly aligned with those provided to employees represented by the Employees Association and ACE.

5. Vision. Employees represented by the Supervisors Association will be permitted to participate in the District's Vision Program put into effect on January 1, 1991 for all other employees represented by the Employees Association and ACE. The vision benefits under this plan are limited to provide eye examinations, lenses and frames.

6. Tuition Reimbursement. Commencing with the term of these contracts, provisions for tuition reimbursement shall continue to be administered in accordance with the General Instruction, except that new enrollees shall now be limited to a maximum benefit limitation of \$5,000 per fiscal year.

7. Extended Hours Compensation. The provision allowing for extended hours compensation for employees represented by the Supervisors Association is amended to ensure that it becomes inoperative in the event that a decision from a court of competent jurisdiction or a United States Department of Labor regulation provides that additional compensation paid to

exempt employees results in the loss of exempt status under the Fair Labor Standards Act.

8. Non-Exempt Status. Employees in two classifications, Operations and Maintenance Supervisor I and Operations and Maintenance Supervisor II, previously designated as exempt employees, will now be designated as non-exempt employees. Pursuant to this change, the employees within the two classifications will be eligible for overtime.

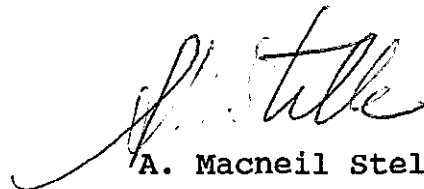
9. No Smoking Policy. The contract is amended to acknowledge the District's commitment to ensure employees' health and safety by prohibiting smoking in all District facilities and in all District vehicles with multiple occupants.

The proposed terms and conditions of employment will be implemented by incorporation into the Administrative Code as proposed to your Board by separate letter.

This action is exempt from provisions of the California Environmental Quality Act because it can have no possible effect on the environment.

Recommendation

It is recommended that the Board unilaterally adopt the attached terms and conditions of employment commencing June 21, 1992 for employees represented by the Field Supervisors and Professional Personnel Association of The Metropolitan Water District of Southern California.


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Attachments

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ATTACHMENT #1

§ 6600--DEFINITION

"Supervisory Employee" shall mean any employee holding a position shown in the salary schedule contained in Section 6604.

§ 6603--TERM

The terms and conditions of employment for supervisory employees contained in Sections 6604 through 6224, shall be effective as of June 21, 1992 and shall remain in full force and effect to and including June 19, 1993, and from month to month thereafter; provided, however, that either the District or the Field Supervisors and Professional Personnel Association may serve written notice together with proposals on the other no later than March 8, 1993, of its desire to terminate or amend any of the terms and conditions of employment, and in the event that no such proposals have been served by March 8, 1992, then either party may serve written notice together with proposals on the other 60 days in advance of any date by which it intends to terminate or amend any of the terms and conditions of employment.

§ 6604--HOURLY RANGES AND BIWEEKLY PAYCHECK

1. Effective June 21, 1992, salaries and classifications for supervisory employees shall be increased by 3.57 percent and shall be as follows:

GRADE	HOURLY RANGE	TITLE	POS. AUTH'D	TOTAL
28	\$14.32-17.83 (\$29,900-37,229)	CHIEF COOK	1	1
37	\$18.35-22.84 (\$38,315-47,690)	LANDSCAPE MAINTENANCE SUPERVISOR	5	5
39	\$19.37-24.13 (\$40,445-50,383)	FIELD OFFICE ADMINISTRATOR MATERIAL SYSTEM SUPERVISOR	9 5	14
43	\$21.63-26.94 (\$45,163-56,251)	AIRPLANE PILOT	2	2

44	\$22.23-27.69 (\$46,416-57,817)	CHIEF OF PARTY SUPERVISOR, HYDROELECTRIC SPECIALIST OPERATIONS & MAINTENANCE SUPERVISOR I DESERT SUPPORT STAFF SUPERVISOR	8 2 61 1	 72
45	\$22.84-28.46 (\$47,690-59,424)	INSPECTOR IV OPERATIONS & MAINTENANCE SUPERVISOR II	6 8	 14
48	\$24.79-30.88 (\$51,762-64,477)	*PLANT LABORATORY SUPERVISOR SR. COMMUNICATIONS TECHNICIAN *COMMUNICATIONS SERVICES SUPERVISOR *PLANT OPERATIONS SUPERVISOR *CHIEF HYDROELECTRIC SPECIALIST *HEADQUARTERS BUILD. MAINT. SUPERVISOR	5 0 0 5 1 1 12	
49	\$25.51-31.74 (\$53,265-66,273)	*SR. ELECTRONIC TECH. *TEST LAB SUPERVISOR	8 1	 9
51	\$26.94-33.47 (\$56,251-69,885)	OCCUP. S & H OFFICER	1	1
53	\$28.46-35.32 (\$59,424-73,748)	*INSTALLATION/MAINTENANCE SUPERVISOR *COMMUNICATIONS NETWORK SUPERVISOR	1 1	 2
54	\$29.28-36.78 (\$61,137-75,753)	SR. RESEARCH CHEMIST	1	1
56	\$30.88-38.25 (\$64,477-79,866)	*SR. ENVIRON. SPECIALIST *SR. RESOURCE SPECIALIST	4 6	 10
			<hr/>	
			TOTAL	143

* NOT ELIGIBLE FOR OVERTIME

2. The District's Board of Directors may, at any time, increase the salary or hourly pay rate schedule applicable to any specific classification set forth above if the District's Board of Directors, in its sole discretion, determines the increase is justifiable.
3. Payday shall be every second Wednesday. If a payday occurs on a District holiday, payment will be made on the preceding workday, if practicable. The District may make such changes in its rules and regulations as it determines to be necessary in regard to maintaining an every-second-Wednesday payday and an hourly payroll system.

§ 6605--STAND-BY PAY

Supervisory employees who are assigned to stand-by in a nonworking status at their residence during off-duty hours shall be entitled to stand-by pay at the rate of \$1.10 per hour during the period when they are required to stand by. Employees who are exempt from overtime pay shall also be exempt from stand-by pay.

§ 6606--SHIFT PAY

1. A supervisory employee will be paid shift pay of \$1.10 per hour, in addition to the employee's regular salary.
2. Shift pay will be paid for all hours worked on a shift of eight or more consecutive hours if four or more of these hours fall between 6:00 p.m. and 6:00 a.m. and shall apply only to employees who normally work a rotating shift, or regularly work a shift other than the normal day shift, or who substitute for employees who normally work a rotating shift or regularly work a shift other than the normal day shift.
3. No shift pay will be paid for overtime work performed as an extension of a day shift.

§ 6607--CALL-BACK PAY

1. A supervisory employee shall receive call-back pay whenever the employee is unexpectedly required to return to duty because of unanticipated work requirements if notice to return is given to the employee following termination of the employee's

normal work shift and departure from the employee's headquarters.

2. Call-back pay shall be:
 - a. For an employee residing within the camp or village, or on the same District property as the work site: a minimum of (1) hour's pay at the employee's overtime rate for a call-back between the period of 6:00 a.m. and 12:00 midnight. A minimum of two (2) hours' pay at the employee's overtime rate for a call-back between the period of 12:00 midnight and 6:00 a.m.
 - b. For an employee residing outside the camp or village, or off the same District property as the work site: a minimum of three (3) hours' pay at the employee's overtime rate for a call-back between the period of 6:00 a.m. and 12:00 midnight. A minimum of four (4) hours' pay at the employee's overtime rate for a call-back between the period of 12:00 midnight and 6:00 a.m.
3. Whenever an employee receives more than one call-back within a time period specified in Paragraph 2, the employee shall not be entitled to additional overtime pay except for time actually worked beyond the first call-back period.
4. Notwithstanding Paragraph 2 above, whenever an employee is unexpectedly required to return to duty as provided in Paragraphs 2a and 2b before the established starting time of the employee's next regular shift, it shall be deemed an early shift start and the employee shall be compensated at this overtime rate only for the hours between the time of call-back and the start of the employee's regularly scheduled shift.
5. Hours worked after the minimum call-back overtime pay periods specified in Paragraphs 2a and 2b shall continue to be paid at the employee's overtime rate until the start of the employee's regularly scheduled shift.
6. For purposes of overtime computation, travel time from the employee's residence to the employee's reporting station and return shall be included in the minimum overtime pay period specified in Paragraphs 2a and 2b except that if the employee is required to remain on duty until the start of the employee's

regularly scheduled shift, return travel time to the employee's residence will not be paid. Overtime pay for call-back situations shall be computed as follows: If the combined travel time and work time is less than the appropriate call-back time specified in Paragraph 2 (i.e., 1, 2, 3, or 4 hours), overtime pay shall be the appropriate call-back time. See Example #1. If the combined travel time and work time is more than the appropriate call-back time specified in Paragraph 2, overtime pay shall be the actual total of work time and travel time. See Example #2.

Example #1: Employee who lives off District property is called back to work at 8:00 p.m. Employee is entitled to three hours call-back pay. Employee's round trip travel time is one hour. Employee works one hour. Employee is entitled to three hours overtime pay.

Example #2: Employee who lives off District property is called back to work at 6:00 p.m. Employee is entitled to three hours call-back pay. Employee's round trip travel time is one hour. Employee works three hours. Employee is entitled to four hours overtime pay.

7. A supervisory employee exempt from overtime pay is not entitled to call-back pay.

§ 6608--DIVING PAY

A premium pay of \$5.00 for each diving hour will be paid to a supervisory employee in addition to all other forms of compensation. Diving hours are to be computed in whole hours, any fraction of an hour spent underwater resulting in payment for the full hour.

§ 6609--OVERTIME PAY

- A. Non-exempt supervisory employees shall receive compensatory time-off with pay at the rate of one and one-half hours for each hour worked up to forty (40) hours of accumulated time-off.
- B. After an employee has accumulated 40 hours of compensatory time, non-exempt supervisory employees shall be paid overtime (except as limited in paragraph C below) at the rate of one-and-one-half times the regular rate for work.

1. In excess of 40 hours in one workweek,
 2. In excess of the assigned workday (of eight, nine, or ten hours, depending on the workweek schedule to which the employee is assigned),
 3. On scheduled days off and
 4. On days observed by the District as holidays.
- C. Exception: Overtime paid for work in excess of the assigned day (of eight, nine or ten hours), on a scheduled day off, or on a District holiday shall be credited to any overtime owed the employee for work in excess of 40 hours in the same workweek.
- D. The employee's "regular rate" for overtime computation shall be the sum of the compensation paid an employee for hours actually worked at the employee's hourly rate, plus any premium pay, except overtime, earned by the employee, divided by the hours actually worked during the workweek. The regular rate shall be used only for computing overtime due under this section.
- E. It is agreed and understood that nothing herein is intended to limit or restrict the authority of the District to require any employee to perform overtime work, whether or not eligible for overtime pay, and it is further agreed that overtime will be ordered and worked only when required to meet the District's needs.
- F. The time at which an employee shall take compensatory time off shall be determined by the employee's supervisor with due regard for the wishes of the employee and particular regard for the needs of the District with the understanding that each employee shall be encouraged to take compensatory time-off within a reasonable period of earning such time.

§ 6610--PERSONAL LEAVE

A supervisory employee who has been employed by the District for more than 1,044 hours of current service, including military leave during the period of current service, may take personal leave with pay up to 24 hours each annual payroll cycle which shall not be charged against accumulated sick leave. Such personal leave may be taken for any personal reason, so long as such leave does not interfere with the mission of the District.

§ 6611--BEREAVEMENT LEAVE

Notwithstanding the 24-working-hour limit in Administrative Code section 6243, supervisory employees shall be allowed an amount not to exceed 40 working hours if they are otherwise qualified to use bereavement leave, and the death occurs outside the State of California.

§ 6612--BENEFITS

Unless otherwise specified hereinafter, the following benefits shall be available to supervisory employees. Such benefits shall be in addition to other benefits provided by the District's Administrative Code or by rule or regulation of the District, which benefits, unless expressly referred to in this section, shall remain unchanged.

A. Holidays

Section 1106 of the District's Administrative Code lists District holidays. Section 6225 of the District's Administrative Code establishes the conditions under which holidays are to be taken, including the circumstances under which additional holidays are available up to a maximum of 13 days.

B. Medical Insurance

The District's monthly contribution for supervisory employees to the medical plans maintained by the Public Employees' Retirement System, under the provisions of the Public Employees' Medical and Hospital Care Act, shall be as follows:

For plans in effect on August 1, 1992:

Employee Only	\$211
Employee Plus One Dependent	399
Employee Plus Two or More Dependents	531

C. Dental Insurance

The District shall fully pay premiums for supervisory employees and qualified dependents under the group dental insurance provided by Delta Dental Company. Any reserve funds developed under the policy may be applied towards paying the premium of any policy obtained in accordance with this MOU.

During the policy year beginning with September 1, 1992, the District shall amend its policy to provide for an increase in orthodontic coverage under the current terms of the policy to \$1,500 lifetime maximum per eligible dependent child to age 19; and to increase the prophylaxis (cleaning) benefit by providing for such cleaning once every four months. In addition, the District shall amend its policy to provide for an increase in the maximum payable for diagnostic and preventative care per calendar year per eligible person to \$2,000 a year; and to provide for sealant treatment for dependent children.

D. Retirement

The District shall pay to PERS, on behalf of each supervisory employee, an amount equal to the required employee contribution to PERS, not to exceed seven percent of such employee's salary. The contribution shall be treated as an employer contribution (made pursuant to section 414(h)(2) of the Internal Revenue Code of the United States) in determining the tax treatment of the contribution. Such contributions shall be treated for all purposes other than taxation in the same manner and to the same extent as contributions made by employees prior to the effective date of this section. Such contributions shall be paid from the same source of funds as used in paying wages to the affected employees. The employee does not have the option to receive the District-contributed amount paid pursuant to this section directly instead of having it paid to PERS. Notwithstanding any provision in the Administrative Code to the contrary, the wages of each supervisory employee shall be reduced by the indicated percentage of the amount of such employee's contribution paid by the District pursuant to the provisions of this section:

For such employees employed prior to January 1, 1981	64.3%
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For such employees employed on or after January 1, 1981	100.0%
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This subsection shall be operative only so long as the District pick-up of the retirement contribution continues to be excluded from the gross income of the employee under the provisions of the Internal Revenue Code.

E. Life Insurance

The District shall provide group life insurance in an amount equal to 2,088 times the employee's hourly rate rounded off to the next higher thousand dollars, subject to a ceiling of \$50,000 per employee, for each full-time supervisory employee with employees having the option at their own expense to obtain additional coverage.

F. Long-Term Disability Insurance

The District shall provide long-term disability insurance to all supervisory employees. The insurance shall provide a benefit of \$1,000 per month, but not to exceed 60 percent of the employee's monthly salary. The benefit shall commence 180 days after the employee's disability commences and shall expire 2-1/2 years after commencement, unless the employee's disability terminates sooner. The District's insurance carrier shall determine eligibility including whether an employee is disabled. Preexisting conditions shall be excluded from coverage. The District shall have the right to change carriers and coverage so long as the replacement insurance is at least as advantageous as the initial insurance described above. Irrespective of any change, the District's obligations in regard to furnishing long-term disability insurance shall not be increased.

G. Deferred Compensation

The District shall provide a matching contribution, on behalf of each supervisory employee who is a participant in the savings plan provided for in Administrative Code, division VI, chapter 7, article 5, in the amount of 50 cents for each dollar contributed by the District in accordance with a compensation-reduction election made by the participant pursuant to Administrative Code section 6765(a), subject to the following limits. The total of the maximum District matching contribution shall not exceed three percent of the total of the employee's cash compensation and salary reductions permitted under sections 401(k), 414(h), and 457 of the Internal Revenue Code during the calendar year (Total Cash Compensation). This section shall only be operative to the extent that the District can make matching contributions and maintain compliance with the Internal Revenue Code. If this section becomes inoperative, then either the District

or the Field Supervisors and Professional Personnel Association may, on 30 days' notice, notify the other party of its desire to amend this section as a result of such event. Upon expiration of such notice, both parties shall meet and confer in good faith pursuant to division VI, chapter 1 of the Administrative Code.

H. Except as otherwise provided, supervisory employees shall be entitled to the terms and conditions of employment provided for in Administrative Code sections 6200 through 6266, 6520, 6524, 6527 through 6529, 6564, and 6600 through 6602 as they are currently applicable to such employees. Changes in such Administrative Code provisions which are within the scope of representation, as defined in Administrative Code section 6101(p), shall only be applicable to the unit if a memorandum of agreement so providing is entered into between the General Manager and the Supervisors' Association.

I. Vision

As soon as practicable after approval of this section, the District shall on behalf of each permanent supervisory employee provide for a vision care program through Vision Service Plan (VSP). The vision care program shall provide coverage of standard ophthalmic materials when necessary for the eligible employee's visual welfare. This program shall provide for eye examinations, lenses, and frames under VSP's Plan "B" program. The District shall fully pay the employee only premium rate. Employees will, however, be permitted the option to purchase family coverage through the program.

J. Tuition Reimbursement

Notwithstanding provisions of General Instruction 8I, supervisory employees that commence participation in the tuition reimbursement program beginning with the term of this contract shall be eligible for tuition reimbursement at the rate of 85 percent (to a maximum of \$5,000) per fiscal year for authorized expenses on tuition, books, registration, and lab costs for all classes and/or degree curriculum programs.

§ 6613--COMPENSATION FOR EXTENDED HOURS

A. Extended Hours

1. Eligible employees who work extended hours will be entitled to compensation in accordance with this Section.
2. Definitions
 - a. Extended hours are those hours ordered and worked in excess of 90 hours in a two-week payroll period cycle.
 - b. An eligible employee is any exempt supervisory employee who is permanently assigned to a job classification at pay grade 63 or below.
3. Any eligible employee, who at the direction of his/her supervisor, works extended hours shall be entitled to additional compensation in excess of his/her normal compensation. The additional compensation shall be at the employee's straight time hourly rate for each extended hour worked in excess of 90 hours in any payroll period cycle.
4. All paid leave time shall be included as hours worked when calculating the number of extended hours worked in any payroll period cycle.
5. Extended hours are excluded from the definition of "hours" contained in Administrative Code Section 6200(c) and shall not be used in the calculation of leave or any other benefits.
6. It is agreed and understood that nothing herein is intended to limit or restrict the authority of the District to require any employee to work extended hours.
7. Compensation for extended hours work shall not be considered as part of the employee's regular straight-time salary.

- B. Section (A) shall be operative until and unless a Ninth Circuit Court of Appeals decision, United States Supreme Court decision or United States Department of Labor regulation provides that additional hourly compensation for exempt employees

for extended hours worked by those employees results in the loss of the employees' exempt status under the Fair Labor Standards Act. In the event of such a decision or regulation, Section (A) shall become inoperative, and the District and Supervisors Association shall meet and confer in good faith regarding the impact on employees.

§ 6614--PER DIEM SUBSISTENCE

Per diem subsistence for meals and incidental expenses shall be \$35 and per diem subsistence for lodging shall be \$65 for supervisory employees who are on travel status.

§ 6615--DISTRICT HOUSING

Supervisory employees renting District-owned residences at locations other than the Iron, Eagle and Hinds villages, shall pay a monthly rental calculated at 6.28 cents per square foot of living space. Supervisory employees renting District-owned residences at the Iron, Eagle and Hinds villages shall pay a monthly rental calculated at 4.79 cents per square foot of living space. Living space is defined as the area within the outside perimeter of the house, excluding screened-in porches, garages, and cooler or air-conditioning rooms, but including service porches, enclosed porches and utility rooms.

In addition to the above-stated rental rates, supervisory employees renting District-owned garages shall pay \$4.14 per month for such rental.

Utility charges and credits, if any, shall remain unchanged. To the extent any monetary benefit is conferred on an employee by this section, that benefit shall not be considered compensation for purposes of the Fair Labor Standards Act.

§ 6616--MILEAGE REIMBURSEMENT

Mileage reimbursement for supervisory employees using their personal automobiles for District business shall be deemed to include all costs, including gas, oil, tires, insurance, maintenance, and depreciation and shall be at the rate of 28 cents per mile.

§ 6617--UNIFORMS

The District will continue its practice of providing only protective uniforms for health and safety purposes, which consists of lab smocks, culinary aprons and disposable protective apparel meeting Cal/OSHA requirements. Supervisory

employees who have been provided with other District-owned uniforms may keep those uniforms.

§ 6618--GRIEVANCE PROCEDURE

I. Definitions

- A. A "grievance" is an allegation by a grievant that the grievant has been adversely affected by a violation of the provisions of a Memorandum of Understanding or the written policies, rules and regulations of District management. Actions to challenge or change the general policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law or by the administrative regulations and procedures of the District are not within the scope of this procedure.
- B. A "grievant" may be any supervisory employee or group of supervisory employees of the District.
- C. A "day" is any day in which the Headquarters of the District are open for business.
- D. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to administer grievances.

II. Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve the problem by an informal conference with the grievant's immediate supervisor.

III. Formal Level

A. Level I

- 1. Within ten (10) working days after the occurrence of the act or omission giving rise to the grievance, the grievant shall present the grievance in writing on the District's form entitled "Grievance Form" to the grievant's immediate supervisor. This statement shall be a clear, concise statement of the grievance, the specific MOU provision, policy, or regulation alleged to have been violated (citing the source), the circumstances involved, the decision rendered at the informal conference,

and the specific remedy sought. Said form, as so completed, will hereinafter be referred to as the original form entitled "Grievance Form".

2. The immediate supervisor shall attempt to resolve the grievance and shall communicate the decision to the grievant in writing within five (5) working days after receiving the grievance. If the immediate supervisor does not respond within the foregoing time limit, the grievant may appeal to the next level.
3. Either the grievant or the immediate supervisor may request one personal conference to be held within the above time limit.

B. Level II

1. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the branch head within five (5) working days by submitting to the branch head the original form entitled "Grievance Form" and including with it the decision previously rendered and a clear, concise statement of the reasons for the appeal.
2. The branch head shall attempt to resolve the grievance and shall communicate the decision to the grievant in writing within five (5) working days after receiving the appeal.
3. Either the grievant or the branch head may request one personal conference to be held within the above time limit, and if the division head deems it appropriate, the division head may participate in such conference.

C. Level III

1. If the grievant is not satisfied with the decision at Level II, the grievant may within five (5) working days appeal the decision to the department head by submitting to the department head the original form entitled "Grievance Form" and including with it the decisions previously rendered and a clear, concise statement of the reasons for the appeal.

2. The department head shall resolve the grievance, shall summarize the presentation in writing, prepare written conclusions, and communicate the decision to the grievant in writing within five (5) working days after receiving the appeal.
3. Either the grievant or the department head may request one personal conference to be held within the above time limits.
4. The decision of the department head shall be final and binding on the grievant and on the District.

IV. General

1. The grievant may, at the informal level or at any of the three steps in the formal procedure, be assisted or represented in written or oral presentations by an employee selected by the grievant. The grievant and such employee will be allowed such time off during working hours as may be required to present the grievance, subject to the prior approval of the department head.
2. Time limits may be extended at any level by mutual agreement between the grievant and the supervisor or department head considering the grievance, but if the grievant allows a time limit to lapse at any step, it will be assumed that the grievant has accepted the decision at the previous step.
3. A grievant shall be bound by the statement of the grievance on the original form entitled "Grievance Form". Nonrelated issues shall not be considered on appeal.

§ 6619--DISCIPLINE

Supervisory employees shall be subject to those provisions of any revised discipline procedure which the General Manager determines to be appropriate to such employees. The department head may select the hearing panel.

§ 6620--NO SMOKING POLICY

Recently, the Surgeon General presented the American public with conclusive evidence that smoking is not only injurious to the people who smoke, but also to the nonsmokers who are around them. The District has a strong commitment to protect the health and safety of all its employees. Therefore, smoking will be prohibited within the buildings of all District

facilities, and District vehicles with multiple occupants. The purpose of this section is to provide a smoke free building and work environment. The District shall make reasonable effort to accommodate employees who smoke by providing smoking areas that limit exposure to the nonsmokers at each facility. All employees will be required to comply with this and any other smoking regulations imposed by the State and/or other local government, or by building management in buildings leased by Metropolitan.

§ 6621--DRUG TESTING POLICY

The District may require applicants for employment as supervisory employees to submit to testing for alcohol and other controlled substances.

The District may require supervisory employees in positions determined by it, in its sole discretion, to relate to health, safety, or security, to be randomly tested for alcohol and other controlled substances.

The District may also require any supervisory employee to submit to testing for alcohol and other controlled substances if the employee is involved (1) in an accident or damage to equipment or property, (2) in the event of rule violations and, in either case, there is reasonable suspicion of alcohol or controlled substance use, or (3) when there is otherwise a reasonable suspicion to believe the employee is under the influence of alcohol or another controlled substance. Supervisory employees determined to be under the influence may be tested on a random basis until and unless the District determines that there is no longer a basis to continue the testing. Refusal to submit to such tests, when and as requested, shall be cause for disciplinary action up to and including discharge.

All testing of supervisory employees pursuant to this policy shall be on District paid time and at District expense.

Test results may be utilized in determining disciplinary action.

§ 6222--PERSONNEL FILE

A supervisory employee, or a supervisory employee's representative with the written consent of the employee, may inspect the employee's personnel file.

§ 6223--BULLETIN BOARDS

The Supervisors' Association may use District bulletin board space as available. The boards shall be used solely for the following subjects:

A. Information concerning Supervisors' Association activities and policies; and

B. Announcements of scheduled Supervisors' Association meetings.

All material other than stated above shall be subject to the approval of the Headquarters Services Manager at Headquarters or the supervisor in charge of the appropriate field facility.

Notices posted by the Supervisors' Association on District bulletin boards shall not contain anything which may reasonably be construed as maligning the District or any of its employees.

§ 6224--NONDISCRIMINATION

There shall be no discrimination on the part of either the District or the Field Supervisors and Professional Personnel Association towards any supervisory employee on any of the bases forbidden by any state or federal law applicable to the District which prohibits discrimination against individual or group of individuals.