



**LABORERS TRAINING SCHOOL  
EMPLOYEE HANDBOOK**

**THIS EMPLOYEE HANDBOOK DOES NOT SUPERCEDE OR TAKE THE PLACE OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SCHOOL AND LIUNA LOCAL 300 OR ANY OTHER AGREEMENT IN PLACE AT THIS TIME. THIS EMPLOYEE HANDBOOK IS DESIGNED TO CONVEY POLICIES AND PROCEDURES OF THE SCHOOL IN ORDER TO MEET LEGAL REQUIREMENTS.**

Revised  
February 2011

## INDEX

### **I. INTRODUCTION**

Handbook Limitations  
Equal Employment Opportunity

### **II. ROLLS AND RESPONSIBILITIES**

Open Door Policy  
At Will Employment Status  
Confidentiality  
Employee Records

### **III. POLICIES**

Job Abandonment  
Conflict Resolution  
Discipline Procedures  
Work Rules  
Electronic Communication Policy  
Dress Code  
Interaction with Participants  
Drug Free Workplace/Substance Abuse Policy  
Policy against Harassment  
Definition of Sexual Harassment  
Garnishment of Wages  
Health and Safety  
Non-Solicitation Policy  
Performance Evaluation  
Selections and Placement  
Termination of Service  
Use of school logo  
Use of school vehicle for the school's business  
Use of personal vehicle for the school's business  
Board and other expenses while on school's business  
Conflict of Interest Policy  
Family and Medical Leave Act

### **IV. GENERAL OVERVIEW OF BENEFITS**

Vacation  
Pension  
Health and Welfare  
Holidays  
Leave of Absence

### **V. INJURY PREVENTION PROGRAM (separate handbook)**

## **DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE POLICY ADDENDUM**

## **I. INTRODUCTION**

### **HANDBOOK LIMITATIONS**

This handbook, which covers all employees, is provided for your use as a ready reference and as a summary of our personnel policies, work rules and benefits. It is designed to acquaint you with our policies as quickly as possible. Accordingly, you will find it to your advantage to read the entire handbook promptly so that you will have an understanding of the material covered.

Please understand that this handbook only highlights the School policies, practices and benefits for your personal education and therefore cannot be construed as a legal document. It is not intended to be and should not be interpreted as a contract of employment. In addition, circumstances will obviously require that policies, practices and benefits described in the handbook change from time-to-time. Consequently, we must reserve the right to amend, supplement or rescind any provisions of this handbook as the Trustees deem appropriate with or without prior notice to you. As policies and benefits are revised, this handbook will be updated. Please keep this handbook readily available and insert the updated material promptly so that it is current at all times.

Management retains the right to operate the school, make job assignments, set schedules and hours of work. This handbook supersedes all prior oral and/or written policies, procedures, rules, regulations, commitments and practices of The Laborers School.

If your employment is controlled by a Collective Bargaining Agreement, this Handbook does not supersede or take the place of the Collective Bargaining Agreement. Where there is a conflict between the Handbook and the Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall prevail.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The Laborers School recruits, hires, trains and promotes employees without regard to race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation, or other protected classification.

The Laborers School is committed to providing a work environment that is free of discrimination. In keeping with this commitment, we strictly prohibit unlawful harassment in any form, including verbal, physical, sexual and visual harassment.

This policy ensures that all employees will enjoy a safe work environment, free from unreasonable interference, intimidation, hostility or offensive behavior on the part of managers, co-workers or visitors. This includes a prohibition against posting, wearing or distributing items that may be considered offensive. It also acknowledges that harassment, sexual or otherwise, is against the law and will not be tolerated by this organization.

## **II. ROLES AND RESPONSIBILITIES**

### **OPEN DOOR POLICY**

Our sincere conviction is that the best and most rewarding employee-management system results from a direct relationship between management and employees. We encourage you to bring your problems to your Supervisor or any other member of management whom you feel can help you. We in turn promise to listen to your concerns with respect and do our best to solve your problems.

Any employee wishing to speak to the Director personally may do so at any time. We believe that you as an employee have the right to speak for yourself and voice your concerns, and if applicable, to do so through your collective bargaining representative.

## **AT-WILL EMPLOYMENT STATEMENT**

It must be remembered that the employment relationship is based on the mutual consent of the employee and the School. Accordingly, at any time, either the employee or the school can terminate the employment relationship at-will, with or without cause or advance notice.

This at-will relationship permits The Laborers School to change the terms and conditions of employment with or without notice, with or without cause, including, but not limited to, termination, demotion, length of suspension, promotion, transfer, compensation, benefits, duties and location of work. There is no agreement, expressed or implied, that employment will continue for a set period of time, or that your employment will be terminated only under particular circumstances.

Completion of a probationary period or conferral of regular status does not change an employee's status as an employee at-will or in any way restrict the School's right to terminate such an employee or change the terms or conditions of employment. Only the Trustees may amend the policy in a written statement, at any time. This policy supersedes all written and oral representations to the contrary.

Appeals for employment decisions made by management must follow the grievance procedures as indicated in the collective bargaining agreement.

## **CONFIDENTIALITY**

Information regarding the operation of the school and its administrative policies shall not be discussed with anyone who does not have the "need to know." Similarly, information about employees and management shall not be discussed with anyone who does not have the "need to know."

The "need to know" people are employees who require specific confidential information to properly perform tasks assigned by management.

"Confidential School Information" includes, but is not limited to:

- Information regarding classes or presentations not yet announced;
- any financial information;
- key vendors or cost of equipment, tools, materials or purchased services; and
- Transmittal of information within or outside of the School that would serve no useful purpose and could be harmful or embarrassing to fellow employees (e.g., pending promotions, terminations, promotions, demotions, errors committed, salary information, etc.).

Employees privileged to confidential School information who resign or have been terminated are reminded that while employed at The Laborers School, you agreed to maintain our confidential information. This also applies after your departure. The Laborers School will vigorously defend confidentiality rights to the fullest extent of the law.

If any questions occur regarding the confidential nature of information discussed, the Executive Director will make final determination.

Violations will be reviewed and may result in disciplinary action, up to and including discharge.

## **EMPLOYEE RECORDS**

The Laborers School maintains your official employee file. It is imperative to keep your employment records accurate and up-to-date. Notify the school immediately of any changes:

1. Name, address or telephone number
2. W-4 information

## **III. POLICIES**

If for any reason you cannot be at work, personally notify your Supervisor as soon as possible, but no later than the beginning of your shift. Keep your Supervisor informed about the necessary length of your absence. This will allow time to schedule someone else to handle your duties.

If you know in advance that it is going to be necessary for you to be absent, you must obtain permission from your Supervisor prior to the absence.

If you ride to work with another person and that person must leave early or is going to be late, you must make other arrangements in order to avoid leaving early or being late.

All personal and doctor's appointments should be scheduled to accommodate your established working hours.

### **JOB ABANDONMENT**

Employees who are absent for three (3) consecutive days and have not contacted their Supervisor or the Director will be assumed to have voluntarily terminated their employment as of the end of the third day missed.

### **CONFLICT RESOLUTION**

The School recognizes that you may, on occasion, experience a job related problem. It is important for both you and the School that a satisfactory solution is worked out. For this reason, it is the School's aim to create an atmosphere which allows you to openly communicate your ideas and feelings.

To resolve your day-to-day job-related problems and concerns you are encouraged to talk with your Supervisor. Many problems can be worked out at this level by getting them "out in the open." At that time, if you feel that a satisfactory resolution has not been reached, or you cannot discuss the situation with your Supervisor as instructed, you are to submit an incident report in writing, communicating your concerns to the Safety Officer, who will then communicate your concerns to the Director. If you have a situation that needs to be investigated, report all incidents in a timely manner and they will be addressed immediately.

For more significant issues, including drug or alcohol abuse, gross negligence, or anything that you believe the School may be doing that would be against the law or not in the best interest of the public or our community,, you may personally contact the Director. Write down your concerns, make a copy for yourself, and send it to the Director in a sealed envelope marked confidential. Management will promptly investigate all such concerns and take appropriate corrective action.

Such activities are against the School policy and will not be tolerated. On the other hand, we will vigorously defend ourselves against any legal action brought against us that has not been properly brought to our attention.

## **DISCIPLINE PROCEDURE**

The Laborers School believes it is important to deal with unacceptable employee performance. The School normally intends, but is not required, to give you advanced notice of problems with your conduct or performance in order to provide you with an opportunity to correct these problems. Normally this notice involves verbal counseling, verbal written warning and/or preventive action, one or more written corrective actions, suspension, demotion, transfer and/or possible mediation with school management personnel before a decision is made to terminate any employee. However, any, all, or none of these methods may be used depending on the circumstances, and exceptions or deviations from this process may occur whenever The School deems it appropriate.

## **WORK RULES**

It is the policy of The Laborers School that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the School and for the benefit and safety of all employees. Conduct that interferes with operations, discredits the School, or is offensive to Participants (Students) or fellow employees will not be tolerated.

### **Examples of prohibited behavior follow below:**

Failure to comply with the letter and spirit of the School's anti-harassment policy.

Excessive or chronic absenteeism and/or tardiness.

Falsifying School records, time cards, travel expense claims, etc., regardless of when disclosed.

Loitering, sleeping or leaving place of work during working hours without permission, in your own vehicle or school vehicle.

Insubordination - Failure to perform orders of Supervisors. including work assignments, failure to report for scheduled overtime work, and interfering with the discipline or efficiency of the program.

Removing School's property, such as school vehicles, school equipment and/or school materials, or the property of any employee, from the premises without proper authorization.

Misusing, destroying, making scrap of, or damaging any School property or property of any employee.

Failing to keep the interior of School vehicles clean.

Making false, vicious, profane or malicious statements concerning any employee, the School, or its courses.

Threatening, intimidating, coercing, arguing, fighting or interfering with fellow employees or Program Participants (students) on or off the premises.

Soliciting or accepting personal gifts or entertainment from suppliers or potential suppliers or having a direct or indirect financial interest in a supplier of goods or services to the school.

Immoral, abusive language or conduct.

Possessing weapons on school premises.

Possessing, consuming, and/or selling of illegal drugs and/or alcohol on School premises or inin paid accommodations/lodging; while attending paid events; while driving company vehicles on school business; or when reporting to work.

Vending, soliciting, or collecting contributions for any purpose whatsoever on School time and premises, without proper authorization.

Taking more than the specified time for meals (Lunch) or rest periods.  
(Breaks)

Creating or contributing to unsafe or unsanitary conditions.

## **Electronic Communication Policy**

The use of this School's automation systems, including computers, fax machines, cell phones and all forms of Internet/Intranet access, is for School business and is to be used for authorized purposes only.

The School owns the rights to all data and files in any computer, network, cell phone, or other information system used within the business. We (The Laborers Training School) reserve the right to monitor and analyze cell phones, computer system activity and usage patterns, as well as grant or deny computer system access at our discretion without prior notification. EMPLOYEES HAVE NO PERSONAL PRIVACY RIGHTS IN ANY MATTER SENT, RECEIVED, OR CREATED WITHIN THE E-MAIL SYSTEM REGARDLESS OF WHETHER A PERSONAL ACCESS CODE IS USED. Be advised that deleted files are stored and accessible to the School.

Visiting websites, displaying images or forwarding emails that contain sexually explicit, racist, violent or other offensive material is strictly prohibited. Materials of this nature may not be downloaded, archived, stored, distributed, edited or recorded using the school resources.

When communicating through email, instant message, internet, cell phone or any form of electronic communication, keep in mind that you are representing The Laborers Training School. Do not forward, state, commit to or make comments about anything that you would not be authorized to make on our School letterhead. Always represent The Laborers Training School in the most professional manner.

Employees are forbidden from tampering with the School networks, firewalls and systems or from knowingly or irresponsibly running or distributing a virus, worm, Spyware or Trojan horse that could damage the School computer system. Refrain from opening emails from unknown source or from installing software without prior approval by the School.

Violation of any of the above policies is against The Laborers Training School guidelines and may result in immediate disciplinary action, up to and including termination.

## **DRESS CODE**

We need to adhere to the following standard of dress to ensure that maintain an educational standard and image.

### **Instructors**

- School-issued work shirts are required when instructing.
- School T-shirts, Laborer affiliated shirts are allowed when you are not instructing.
- Full-length pants are required (No baggy pants and/or shorts allowed).
- Work boots are required at all times while on the training site(s).

### **Logistics**

- School-issued work shirts are required or
- School T-shirts, Laborer affiliated shirts are allowed.
- Full-length pants are required (no baggy pants and/or shorts allowed).
- Closed foot wear is required, must cover the heels and toes.

## Administration Staff

- School-issued shirts are required (when specified).
- Closed foot wear is required, must cover the heels and toes.
- No low-cut shirts or blouses are allowed.
- No baggy pants and/or shorts are allowed.

## Facility Staff

- School-issued work shirts are required while on training site(s).
- School T-Shirts, or Laborer affiliated shirts are allowed.
- Full-length pants are required (no baggy pants and/or shorts allowed).
- Work boots are required at all times while on the training site(s).
- Closed foot wear is required, must cover the heels and toes.

## Coordinator/Special Operation/Apprenticeship Representative

- School-issued shirts are required for job fairs.
- Work boots are required at all times while on the training site(s) and while visiting Jobsite(s).
- No baggy pants and/or shorts are allowed.

## **INTERACTION WITH PARTICIPANTS**

Because this is a School, we want to promote an atmosphere that is conducive to learning. This means we must conduct ourselves as to not distract the Participants (students) from their learning task. If the School is to operate smoothly and efficiently, its employees must behave and conduct themselves in a reasonable manner. We must always remember that program Participants (students) are our “customers.”

Without “customers” the School has no reason to exist. Some rules regulating relationships with Participants (students) follow:

Fraternalizing with Participants (students) is prohibited. (Instructors, because of their position of leadership and trust must be acutely sensitive to this rule.) Prohibited conduct includes:

- a. Meeting or socializing with Participants (students) on or off the site.
- b. Drinking with Participants (students) on or off the site.
- c. Dating a Participant (student).
- d. Driving a Participant (student) to or from the site.

This list is not all inclusive and the School reserves the right to determine the discipline action to be taken up to and including termination in all situations.

## **DRUG-FREE WORKPLACE/SUBSTANCE ABUSE POLICY**

See addendum

## **POLICY AGAINST HARASSMENT – MANDATORY ONCE A YEAR**

The Laborers School is committed to providing a work environment that is free of discrimination. In keeping with this commitment, we strictly prohibit unlawful harassment in any form, including verbal, physical, sexual and visual harassment.

This policy ensures that all employees will enjoy a safe work environment, free from unreasonable interference, intimidation, hostility or offensive behavior on the part of managers, co-workers or visitors. This includes a prohibition against posting, wearing or distributing items that may be considered offensive. It also acknowledges that harassment, sexual or otherwise, is against the law and will not be tolerated by this organization.

### **DEFINITION OF SEXUAL HARASSMENT**

Unwelcome sexual advances, requests for sexual favors and other conduct of a sexual nature is sexual harassment, if:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such sexually related conduct is used as a basis for decisions affecting the victim's employment; and/or
- Such conduct has the purpose or effect of unreasonably interfering with the victim's work performance or creating an intimidating or offensive working environment.

Sexual harassment is sex discrimination which violates Title VII of the Civil Rights Act of 1964 and state Anti-Discrimination Laws.

If you believe you have been harassed by a co-worker, supervisor, or any other person in any way related to the operation of the School, you should promptly report the facts of the incident(s) and the names of the individual(s) involved to the Director. Management will promptly investigate all such claims and take appropriate corrective action.

All levels of management and supervision at the School are responsible for assuring compliance with this law, thereby preventing and/or eliminating sexual harassment.

The School has the right to apply any sanctions or a combination of sanctions to deal with unreasonable conduct or discrimination, such as:

- Counseling of the offender(s);
- Probation, with a warning of suspension or discharge for continuing or recurring offenses;
- Suspension without pay;
- Discharge for cause;
- Discharge through exercise of the School's right to employment at-will.

All employees who believe that they have been subjected to sexual harassment or retaliation are encouraged to report the situation promptly. Further, anyone who witnesses sexual harassment or retaliation is encouraged to report the situation. No employee who reports possible harassment will be retaliated against in any way. Information provided will be maintained in confidence and revealed only on a need-to-know basis.

## **GARNISHMENT OF WAGES**

The Laborers School is required by law to recognize certain court orders, liens and wage assignments. Although we understand that a wage garnishment can happen to anyone, we strongly encourage you to solve your financial problem before this occurs. Employees receiving more than one non-support garnishment in a twelve-month period are subject to termination.

## **HEALTH AND SAFETY**

The Laborers School seeks to provide a safe and healthful work environment for all employees. Safety in the work place depends on the personal commitment of each employee. Please refer to the separate Injury and Illness Prevention Program & Safety Rules provided to you at the time of hire.

## **NON-SOLICITATION POLICY**

Employees may not solicit during working time for any purpose. Working time does not include meal breaks, rest periods and other times during which employees are not required to be on duty. Working time does include the working time of both the employee doing the soliciting or distributing, and the employee to whom the soliciting or distributing is directed.

Employees may not distribute literature during working time in working areas. Working areas are all areas on School premises and job sites except for employee lounges, employee lunchrooms and employee rest areas.

## **PERFORMANCE EVALUATION**

Your Supervisor is responsible for appraising your performance periodically. The frequency of performance evaluations may vary depending upon changes in job duties or recurring performance problems.

This review is designed to be constructive for you and your work unit. The reviews are intended to:

- Insure that you are familiar with the scope of your duties.
- Provide specific feedback on your performance.
- Rate your performance.

Each performance evaluation will be discussed with you. The basic standards of our evaluation are progress, attitude and your ability to perform your job. This discussion will provide an opportunity for you to find out how well you are doing on the job and how you might improve your performance. It will also provide you an opportunity to discuss any problems with your Supervisors that you might be having on the job.

After the evaluation, you will be asked to sign the evaluation report to acknowledge that it has been presented to you, discussed with you by your Supervisor and that you are aware of its contents.

## **SELECTION AND PLACEMENT**

It is The Laborers School policy to provide equal employment opportunity for all qualified persons. Whenever practical, we want you to be in a job that best suits your abilities, interests and skills, as well as our needs. For new job openings or promotional opportunities, it is the School's policy to consider existing employees who qualify for the job with or without reasonable accommodation.

Per the Immigration Reform and Control Act of 1990 all employees must be able to present an original document or documents that establishes identity and employment eligibility within three (3) business days of the date employment begins. This is accomplished through the proper completion of an I-9 form.

Possession of a valid California driver's license is a condition of employment.

## **TERMINATION OF SERVICES**

A “resignation” is defined as a voluntary termination of employment at the will of the employee. It is requested that an employee give at least two weeks notice whenever possible to ensure timely processing of the termination paperwork and final check.

A “discharge” is defined as an involuntary termination of employment at the will of the School. The School reserves the right to immediately dispense with an employee’s service, even though the School will pay the employee to the official date of termination.

A “layoff” is final and at the discretion of the School. If new openings occur, qualified employees who have been laid off are eligible to apply.

All property of the School should be returned upon termination. Your immediate manager or designated manager will collect any school-owned materials. Deductions may be taken from your final check for non-return of The School property.

Termination of employment can be either voluntary or involuntary. Employment at The Laborers School is at-will. Accordingly, either the employee or the School may terminate the employment relationship with or without cause or notice at any time.

## **USE OF SCHOOL LOGO**

Use of the school logo must be approved by the Director. Request for use of the school logo must be done in writing.

## **USE OF SCHOOL VEHICLE FOR THE SCHOOL BUSINESS**

Fuel - Employees will be furnished gasoline cards to fuel as necessary. Charge cards and fuel tickets for purchased fuel must be turned in immediately at the end of each trip. Use of gasoline cards is for school vehicles only.

Passengers - Only employees of the School are allowed in school vehicles. Transporting others without authorization is prohibited.

Accidents - In the event of an accident resulting in personal injury or property damage, the employee driving the vehicle is required to report the accident to the nearest police station. The driver should obtain and write down all pertinent information from all parties and witnesses involved, and take photos, if possible. The driver should make no statement regarding his/her responsibility, or lack of it, for the accident. If possible, the driver should stay with the vehicle until assistance arrives. It is required to contact the Safety Officer, as soon as possible.

Once it is determined the Laborers Training School employee is at fault in a motor vehicle accident the employee will:

- Receive a post-accident drug test immediately (regardless of at-fault determination);
- Lose his/her school vehicle driving privileges, (length of time will be determined);
- Be suspended without pay (length of time will be determined);
- Be schedule to take a Smith Driving class.

Reinstatement will be re-evaluated (for reinstatement of driving privileges) by the Safety Officer and submitted to the Director for approval.

## **USE OF PERSONAL VEHICLE FOR THE SCHOOL BUSINESS**

In instances in which an employee uses his/her personal vehicle, reimbursement for mileage incurred will be made at the Federal rate in effect at the time of the trip. No additional responsibility is expressed or implied.

## **BOARD AND OTHER EXPENSES WHILE ON SCHOOL BUSINESS**

When an employee is authorized to spend the night at a remote location for School business, he/she will receive a \$25.00 per diem for meals. The School does not pay out checks for room and board prior to confirmation of the scheduled event at the remote location.

In order to be reimbursed for other expenses, such as gasoline, employees must timely submit receipts with the proper itemized form. Receipts are also required for any purchases made using School credit cards. Purchases for which employees wish to be reimbursed and purchases made using the School credit cards must be approved by management.

## **SCHOOL PROPERTY**

Items and documents provided to employees in order to fulfill their job responsibilities, including Instructor Manuals, are property of the School. Each employee has a responsibility to protect the School's property and maximize its use for the benefit of the School. These items must not be used in any way other than as required as part of an employee's job duties, and should not be distributed by employees to anyone not employed by the School without prior approval of their Supervisor or the Director.

Instructors are responsible for securing their Instructor Manuals. These Manuals are to be stored in the assigned Manual bins and kept accessible as needed. Curriculum updates/revisions require that Instructors bring their Manual bins to the School for the necessary updates/revisions. An Instructor may be asked to return their Manual bin at any time.

Reasons for collecting school property from an employee can include, but are not limited to:

- Disability/Medical Leave;
- Disciplinary/Suspension Leave;
- Personal Leave;
- Lay-off; and
- Termination.

Violations, including damaging/misusing School property, and distributing School property without prior approval, may result in disciplinary action, up to and including discharge.

## **CONFLICT OF INTEREST POLICY**

This policy addresses potential conflicts of interest which might arise in the course of an Employee's duties and activities outside of the School. An employee shall not engage in any activities which create a conflict of interest, or might appear to conflict, with the employee's responsibilities and obligations with the School. Employees who engage in business or professional activities outside the School should ensure that these activities do not interfere with their obligations to the School. Employees should neither profit nor gain any advantage from any endeavor which may come, nor reasonably appear to come, at the expense or well-being of School or its reputation. Good judgment of employees is essential, and no list of rules can provide for all the possible circumstances that arise.

## **FAMILY AND MEDICAL LEAVE ACT**

The Family Leave Act (FMLA) and California Family Rights Act (CFRA) entitles employees to take up to 12 weeks of unpaid, job-protected leave in a 12 month period for specified family and medical reasons.

An eligible employee may use paid accrued leave; e.g. annual leave, personal leave, sick leave and vacation, during a qualified FMLA/CFRA event. The School will count this leave against the employee's twelve (12) work week entitlement.

Employees seeking to use FMLA/CFRA leave are required to provide 30 day advance notice of the need to take FMLA/CFRA leave when the need is foreseeable and such notice is practicable. Reasons for leave:

- The birth of a child or adoption or foster care placement of a child;
- To care for an immediate family member (spouse, child or parent) with a serious health condition; or
- When the employee is unable to work because of a serious health condition

The School requires employees to provide:

- Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member; and
- Periodic reports during the FMLA/CFRA leave regarding the employee's status and intent to return to work

Who is eligible for FMLA/CFRA:

- An employee who has been employed for a total of at least twelve (12) months on the date on which any FMLA/CFRA leave is to commence and who on the date on which any FMLA/CFRA leave is to commence, has physically worked for at least 1,250 hours during the previous twelve (12) month period. The hours need not be consecutive hours. Time off for sick leave, vacation/annual leave, administration time off, compensating time off, holidays, informal time off or personal leave are not to be counted toward the 1,250 hours of work.

#### IV. GENERAL OVERVIEW OF BENEFITS

As an employee of the School, you are eligible for a comprehensive package of benefits designed to protect you and your family. The dollar value of the benefit programs offered to you equals a significant percentage of your actual gross pay i.e., your pay before deductions for income tax, social security, etc.

As a full-time employee regularly scheduled to work forty (40) hours per week, you are eligible for the following benefits:

- ★ Vacation
- ★ Pension
- ★ Health and Welfare
- ★ Holidays
- ★ 403(b) Savings Plan
- ★ Leave of Absence

##### VACATION

The employer will pay into the Construction Laborers Vacation Trust Fund for Southern California at the current rate per hour for each hour worked.

Vacation dates, other than in the normal periods when the School training shuts down, should be scheduled in advance with your Supervisor. Vacations will be approved by your Supervisor based on the needs of the School, according to the tentative yearly schedule.

##### PENSION

The employer will pay into the Construction Laborers Pension Trust Fund for Southern California at the current rate per hour for each hour worked.

##### HEALTH AND WELFARE

The employer will pay into the Construction Laborers Health and Welfare Trust Fund for Southern California at the current rate per month for each employee covered to the extent required under the non-jobsite program of the Trust.

If you become totally disabled while covered under the Health and Welfare Plan, you may maintain your coverage by:

(1) **Freezing your hour bank.** You may have your hour bank frozen by submitting a physician's verification of your disability. Depending on the nature of the disability, the physician's recommendation and the determination of the Health and Welfare Trust, the freeze may last for a maximum of 12 months from the end of the month in which the disability began. During the freeze, coverage for you and your dependents will continue for non-occupational disabilities.

(2) **Continuing with limited disability coverage.** After the initial freeze of your hour bank has been exhausted, the Plan may continue medical coverage only for your (non-occupational) disabling medical condition for up to 12 months.

(3) **Using hours from your hour bank.** If you are still disabled after the freeze has expired, you may use hours in your hour bank to maintain coverage for you and your dependents. The number of months in your hour bank will depend on your work history. You will need to contact the Administrator of the Health and Welfare Trust Fund to determine the number of months in your hour bank.

Employees may contact the Health and Welfare Trust Fund for more information.

## **HOLIDAYS**

Holidays observed by The Laborers School are: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

The amount of pay an employee shall receive for a holiday shall be calculated on the basis of the employee's base hourly rate of pay for an eight (8) hour day.

The School will pay holiday pay only to employees who have been in the employment of the School for ninety (90) days or more, who are on the full-time active current payroll, were scheduled to work on the holiday and who, by reason of the observance of the holiday, and are deprived of the opportunity to work.

To be eligible for such holiday pay, you must have worked your last scheduled work day before and the first scheduled work day after such holiday, unless you have prior approval from the Director. Employees' leaves of absence are not eligible for holiday pay.

An employee otherwise eligible for holiday pay and who works on any of the scheduled holidays will be paid eight (8) hours straight time for the holiday and straight time for the actual hours worked on the holiday. An employee who is not eligible for holiday pay, but who works on the holiday will receive his/her straight time rate for all hours worked on the holiday. An employee who is scheduled to work on a holiday and who so agrees to work on a holiday, but who does not report for such scheduled work will not receive pay for the un-worked holiday.

## **LEAVE OF ABSENCE**

Leaves of absence will be granted in conformity with all applicable state and federal laws. Subject to these applicable laws, the School may grant an unpaid leave of absence not to exceed one hundred and twenty (120) consecutive calendar days. An employee who has been granted a leave of absence shall, upon return to work, receive, if it still exists, his/her regular job at the same rate of pay or the rate of pay then current, whichever is greater. If his/her regular job no longer exists, he/she shall receive work in a classification for which he/she is qualified, nearest in pay to his/her former regular job. The employee should notify his/her supervisor as soon as he/she becomes aware that he/she may need a leave of absence. The School will consider his/her request in accordance with applicable law and the School's leave policies. The employee will be notified whether the request is granted or denied. If the employee is granted the request, he/she must comply with the terms and conditions of the leave, including keeping in touch with his/her supervisor during his/her leave, and giving prompt notice if there is any change in his/her return date.

Employees must not accept other employment or apply for unemployment insurance while on a leave of absence. Acceptance of other employment while on leave of absence will be treated as a voluntary resignation from employment at the School. Benefits such as Holidays, Vacation and Pension, will not accrue while employee is on a leave of absence. Upon return from a leave of absence, the employee will be credited with the full employment status that existed prior to the start of the leave.

## **V. INJURY AND ILLNESS PREVENTION PROGRAM**

Under a separate cover, please find the School's Injury and Illness Prevention Program which is an integral part of this handbook.

**ADDENDUM  
DRUG-FREE WORKPLACE/SUBSTANCE ABUSE POLICY  
FOR THE LABORERS TRAINING & RETRAINING TRUST FUND  
FOR SOUTHERN CALIFORNIA**

**Purpose**

The Laborers Training & Retraining Trust Fund for Southern California operates a Training School for the continued education and training of apprentices and journeymen ("School"). The School's employees have the responsibility to set a professional example in the workplace, and the School's instructors and coordinators are role models for the journeymen and apprentices who participate in the School's programs. In addition, the School has a vital interest in providing its employees with a safe workplace and promoting programs that encourage high standards of employee health. For their part, each and every employee is expected to be in a suitable mental and physical condition while at work, and to perform his/her job in a satisfactory fashion.

The School does not intend nor desire to intrude into the personal lives of its employees. However, the School will not accept the safety risks and the performance problems which substance abuse can create. Furthermore, substance abuse by employees may result in decreased productivity, increased liability exposure, and higher worker's compensation premiums. It is therefore in the best interest of both the School and its employees to have a drug-free workplace. Accordingly, this Drug-Free Workplace/Substance Abuse Policy ("Policy") will apply to all hourly employees employed by the School.

In order to enhance the safety of the work place and to maintain a drug-free work environment, the School may require applicants or employees to undergo drug and/or alcohol testing in accordance with the terms of this Policy.

**Policy**

(1)The School prohibits drug or alcohol use that affects an employee's job performance and/or the safety of the employee, an employee's co-workers, the School's operations and property, or the general public.

(2)Acting in good faith, the School reserves the right to require pre-employment testing of applicants, as well as the testing of employees for reasonable cause or post-accident, for drug/alcohol use and to conduct investigations to determine whether or not the illegal use, possession or sale of drugs/alcohol exists on the School's property.

(3)Employees who possess, sell, or use alcohol or illegal drugs while on the job shall be subject to immediate discharge.

(4)An employee refusing to sign a medical release or submit to a drug/alcohol analysis as a means to provide evidence that the employee is not using drugs or legally impaired due to alcohol use, shall be immediately suspended without pay, pending further investigation as to appropriate disciplinary action, including discharge.

(5)Employees are required to inform the School if they are taking prescription or non-prescription medication that may affect their job performance, prior to engaging in any form of work. Failure to inform the School of such condition shall be grounds for disciplinary action up to and including discharge.

## Confidentiality

All matters concerning an individual and this Policy are handled in the most confidential manner possible. All medical records (such as drug and alcohol test results) shall be treated with the utmost confidentiality, and will be disclosed to School management on a strictly need-to-know basis, and to the tested employee upon written request. Disclosures, without employee consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the School and the affected employee; (3) the information is to be used in administering an employee benefit plan; or (4) the information is needed by medical personnel for diagnosis or treatment of the patient who is unable to authorize disclosure.

## Education

This Policy will be announced to all employees. Supervisors and managers either have or will receive training in dealing with substance abuse problems. All associated training and costs shall be handled by the School.

## Procedures

### **(1) TESTING**

When an employee is asked to submit to drug/alcohol testing, he/she shall be informed of the reasons that he/she is being asked to submit to the test. The employee shall be informed that the refusal to submit to testing will constitute a presumption of intoxication and/or under the impaired condition caused by a controlled substance and will subject the employee to discipline, up to and including discharge. The employee's refusal shall be in writing, to the School, unless the employee's physical or mental condition renders such a signing impossible.

If the employee consents to the testing, he/she shall sign a consent form authorizing the withdrawal of a specimen of blood and/or urine and a release of the results of the laboratory testing to the School. A copy of said results shall be given to the designated hospital, laboratory, or clinic.

Applicants and School employees are required to submit to drug testing under the following circumstances:

(a)*Pre-Employment Testing* - Applicants for employment will be required to sign a medical release statement and participate in a drug screen urine analysis as a condition of employment. The School must receive the completed test results prior to the applicant beginning employment. All associated costs for testing shall be paid by the School. If an applicant is hired, the School will compensate him/her for the time involved taking the test.

(b)*Reasonable Suspicion Testing* - When an employee is acting in an abnormal way, and there is "reasonable suspicion" to believe that the employee is under the influence of controlled substances and/or alcohol, the School will require the employee to go to a designated hospital, laboratory, or clinic to provide a urine sample for testing. In this situation, a School representative will inform the employee that he/she may have a union representative present.

"Reasonable suspicion" means suspicion based on specific personal observations by at least two School representatives, when there are two or more on the premises, that an employee is intoxicated or under the influence of drugs during work hours, or at a time which may affect job performance or safety. Evidence of such behavior may include, but is not limited to: slurred speech, breath odor indicating drug/alcohol consumption, uneven gait, mood swings, violent temper, excessive absenteeism and tardiness, and violation of safety precautions or standards. The grounds for reasonable suspicion shall be documented by the Trust.

(c) *Post-Accident Testing* - When an employee sustains an onsite recordable accident, the School will require the employee to immediately go to a designated hospital, laboratory, or clinic to provide a urine specimen for laboratory testing (or a blood test if alcohol use is suspected). In this situation, a School representative will inform the employee that he/she may have a union representative present.

A "recordable accident" is a single event where a person receives medical treatment from a health care provider other than first aid treatment, or a single event resulting in property damage.

**(2) FACILITY INSPECTIONS AND TESTING FOR DRUGS**

The School reserves the right to inspect or search any employee and his/her work area, toolbox, locker, desk or any other enclosed container kept by the employee on School property or in a School vehicle, when said inspections/searches are based on a reasonable suspicion, as defined in section 1(b) above, and are for the purpose of determining whether the employee is in possession of alcohol or drugs on School property.

**(3) POSITIVE TEST RESULTS**

An employee testing positive for drugs or who is legally impaired due to alcohol use will be subject discharge.

Present employees, if tested positive, shall have the option of entering a rehabilitation program at the employee's expense. When such program has been successfully completed, if work for which the employee is qualified exists, he/she is eligible to apply for re-employment.

**(4) TESTING STANDARDS**

(a) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and shall use techniques, equipment and facilities which have been approved by the National Institute on Drug Abuse (NIDA).

All testing is to be conducted at a hospital, laboratory, or clinic capable of performing all of the required tests and maintaining the chain of custody integrity. The School will designate a hospital, laboratory, or clinic from a list of facilities approved by NIDA. The following tests with initial and confirmation levels listed below shall apply:

<u>Drugs To Be Tested (ng/ml)</u>	<u>Initial Cut-Off Level (ng/ml)</u>	<u>Confirmation Cut-Off Level (ng/ml)</u>
Amphetamines	1,000*	500
Barbiturates	300	200
Benzodiazepine	300	300
Benzoyllecgonine (Cocaine)	300*	150
Cannabinoids: (THC, Marijuana)	50*	15
Methadone	300	100
Methaqualone	300	300
Opiates:	2,000*	
Morphine	~~~~~	2,000
Codeine	~~~~~	2,000
6-Acetylmorphine	~~~~~	10 ng/ml
Phencyclidine (PCP)	25*	25
Propoxyphene	300	100

\*Indicates the standardized threshold concentration levels established by international regulating authorities, including NIDA.

The School may also require the employee to submit to alcohol testing. The blood/alcohol concentration level triggering disciplinary action is equal to the level accepted for alcohol intoxication under the laws of the State of California.

(b) A "chain of custody" for both urine/blood specimens will be maintained by:

- Verified procurement of specimens
- Sealed and monitored transport to testing lab
- Analysis;
- Re-analysis of first test, if positive;
- Sealed and retained for confirmation if requested;
- Confirmation of analysis and re-analysis required only if specimen is result of facility drug search and a request is made by the employee.

#### **Disciplinary Action**

The School may take disciplinary action based upon results of the testing as follows:

(a) If the test results show a forensically acceptable positive quantum of proof of any of the tests, the employee shall be subject to immediate disciplinary action, up to and including discharge.

(b) If the test results show a blood/alcohol concentration equal to or above the level accepted for alcohol intoxication under the laws of the State of California, the employee shall be subject to immediate disciplinary action, up to and including discharge.

(c) The assessment of disciplinary action in each of the foregoing circumstances shall only be imposed for reasonable suspicion and just cause, and shall be subject to the grievance and arbitration procedures set forth in the School's Collective Bargaining Agreement.

(d) If threshold results indicate a positive finding, a second test will be conducted on the same specimen using an alternative method. The verification test will be internally standardized headspace gas chromatography, high performance liquid chromatography, and gas chromatography/mass spectrometry as appropriate.

## Responsibilities

### **(1) All Supervisors and Managers**

All School supervisors and/or managers observing employees exhibiting behavior causing suspicion as to the fitness for the job or who display behavior jeopardizing the health or safety of the employee, co-workers, customer, School operations and property or the general public shall:

- (a) Verify with a second party, if possible, observation of behavior;
- (b) Remove employee from job and place in observed location;
- (c) Document observed behavior and witnesses;
- (d) Arrange to have the employee taken to a clinic for testing;
- (e) If the employee is unable to do the job or drive, arrange to have the employee delivered home;
- (f) Proceed with disciplinary action outlined in this policy;
- (g) Ensure confidentiality of all issues involving this policy.

### **(2) The School or a designated representative of the School shall:**

- (a) Confirm approved clinics for testing;
- (b) Provide guidance and ensure supervisor and School's management follow proper and legal procedures;
- (c) Provide resources for counseling, guidance and rehabilitation programs for problem employees.

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