

SPECIAL MEETING OF THE BOARD OF DIRECTORS
Groveland Community Services District

AGENDA

October 19, 2016
10:00 a.m.

Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321

Call to Order

Pledge of Allegiance

Roll Call of Board Members

Robert Swan, President
Bruce Carter, Vice President
John Armstrong, Director
Scott Wemmer, Director
Steve Perreira, Director

1. Agenda Approval

Closed Session

- A. Conference with Labor Negotiator (Government Code Section 54957.6)
Agency designated representative: General Manager
Employee Organization: Operating Engineers, Local #3

Action Items to be Considered by the Board of Directors

- 2. Consider for Approval 2016-2019 Memorandum of Understanding between the District and Operating Engineers Local #3 , Revised Employee Handbook and the Compensation and Classification Plan**
- 3. Consider for Approval Holding Public Hearing on December 19, 2016 Regarding Approval of District's 2015 Urban Water Management Plan (UWMP)**
- 4. Consider for Approval Will Serve and Maintenance Agreement between Groveland Community Services District and Mar-Val Food Stores, Inc.**
- 5. Consider for Approval Selecting Consultants to Conduct the Sewer Rate Study**
- 6. Consider for Approval Customer Satisfaction Survey to be Published on the District Website**

7. Adjournment

ALL AGENDA MATERIAL MAY BE INSPECTED IN THE GROVELAND COMMUNITY SERVICES DISTRICT OFFICE AT 18966 FERRETTI ROAD, GROVELAND, CALIFORNIA

Summary of Guidelines for Public Comments at District Board Meetings
(Excerpt from Exhibit B of Policy Manual for the Board of Directors)

1. Persons wishing to speak on any Agenda Item are asked to complete a Speaker Request Card and give it to the Board Secretary prior to the meeting.
2. The Presiding Officer will:
 - Announce the Agenda Item
 - Staff will provide a report and any associated recommended actions to be considered by the Board of Directors.
 - Members of the public will be identified by the Presiding Officer and asked to present their comments and submittals
 - The Presiding Officer will close the hearing and bring the issue back to the Directors for discussion and possible action.
3. Oral comments will typically be limited to 3 minutes and must be relevant to the Agenda Item.

California Elections Code Section 18340 states: Every person who, by threats, intimidations, or unlawful violence, willfully hinders or prevents electors from assembling in public meetings for the consideration of public questions is guilty of a misdemeanor.

California Penal Code Section 403 states: Every person who, without authority of law, willfully disrupts or breaks up any assembly or meeting that is not unlawful in its character...is guilty of a misdemeanor.

As presiding officer, the President of the Board has the authority to preserve order at all Board of Director meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Board, and to enforce the rules of the Board.
(Sec. 6 Policy Manual for the Board of Directors)

Any person who has any questions concerning this agenda may contact the District Secretary.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at 209-962-7161. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28FR35.102-35.104 ADA Title 11)

AGENDA SUBMITTAL

To: GCSO Board of Directors
From: GCSO Staff
Date: October 17, 2016
Subject: Consider for Approval 2016-2019 Memorandum of Understanding between the District and Operating Engineers Local #3, Revised Employee Handbook and the Compensation and Classification Plan.

Summary

Before the Board today for consideration are the negotiated memorandum of understanding with Operation Engineers Local #3, the revised employee handbook, and the revised compensation & classification plan.

As has been discussed with the Board previously, the negotiations and revisions for the MOU, employee handbook, and C&C plan were focused on the following objectives:

1. Compile documentation that brings the District into compliance with standards determined by PERS.
2. Develop a fiscally responsible wage and benefit package that allows for recruitment and retention.
3. Address legacy costs and develop policy for the future of the District.

These completed work products address the established goals and objectives, and will enable the District to come into compliance with PERS.

Attachments:

Memorandum of Understanding
Revised Employee Handbook
Revised Compensation and Classification Plan.

Recommended Action

Approve the 2016-2019 Memorandum of Understanding between the District and Operating Engineers Local #3, Revised Employee Handbook, and the Compensation and Classification Plan.

September 13, 2016
Union Proposal

MEMORANDUM OF UNDERSTANDING

BETWEEN

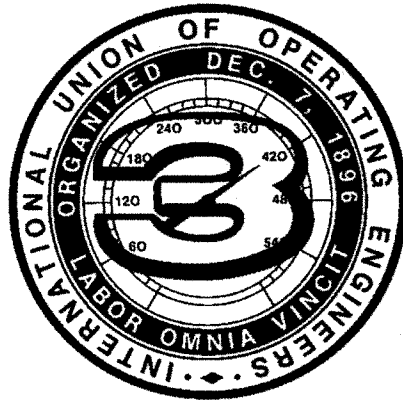
THE GROVELAND COMMUNITY SERVICES DISTRICT

AND

THE OPERATING ENGINEERS, LOCAL 3

FOR

THE MAINTENANCE AND OPERATION UNIT



Effective July 1, 2016 through June 30, 2019

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Article 1. GENERAL PROVISIONS

Section 1.1 PREAMBLE

A. Purpose

After meeting and conferring in good faith to reach agreement concerning the wages, hours, and other terms and conditions of employment for the Maintenance and Operation Unit (hereinafter "Unit"), this memorandum of understanding (hereinafter "MOU" or "Agreement") is hereby made between the

Groveland Community Services District (hereinafter "District") and the employees in the Maintenance and Operation Unit (hereinafter "Employees"), as represented by the Operating Engineers, Local 3 (hereinafter "Association").

B. Applicability

To the extent that any rule, regulation, policy, or procedure of the District's Employee Handbook and Classification and Compensation Plan, as periodically amended by the District Board of Directors, is inconsistent with a rule, regulation, policy, or procedure in this Agreement, then this Agreement controls. The Employee Handbook and the District's Classification and Compensation Plan, each of which are made a part of this Agreement, but are attached under separate cover, have sections that are governed by "meet and confer" process. The District Board of Directors has the authority to change these two documents. However, should the Board of Directors wish to change a section in either of these two documents, then either District Management or the Association may call a meet and confer to assess the desired changes on the Employees.

The parties agree to create a joint committee to review the Employee Handbook and Classification and Compensation Plan for consistency purposes.

C. Recognition

As set forth in the District's Resolution Number 8-99, the District recognizes the Operating Engineers, Local 3 as the exclusive representative for the employees in the Maintenance and Operation Unit. The classification of employees belonging to the Maintenance and Operation Unit are set forth in the District's Classification and Compensation Plan.

D. Effective Date

The benefits provided to Employees by this Agreement shall be retroactive to the first pay period in July 2016. Annual pay adjustments shall be made in July of each year, per the conditions set forth in the District's Classification and Compensation Plan.

E. Term of Agreement

This Agreement shall remain in effect from 2016 July 1, 2016 to June 30, 2019.

In each fiscal year during the term of this Agreement, either party may reopen negotiations regarding health and welfare benefits and up to two (2) additional articles each.

F. Zipper Clause

This Agreement reflects the complete and final agreed-upon understanding of all meet-and-confer items. Unless expressly provided for herein, neither party will be required to negotiate during the term of this Agreement, any wage, hour, and other terms and conditions of employment, whether either or both parties knew or contemplated any such item during the meet-and-confer process.

Section 1.2 ADMINISTRATION

A. Management's Rights

The District on its behalf retains and reserves all rights, powers, authorities, duties, and responsibilities confirmed or vested in it by the laws and Constitutions of the State of California and the United States of America. The exercise of any such right, power, authority, duty, or responsibility and the adoption of rules, regulations, policies, and those which apply to the employees represented by the Association, shall be limited only by the terms of this Agreement.

The Association agrees that all of the functions, rights, powers, authorities, duties, and responsibilities of the District in regard to the operation of its work and business and the direction of its work force, which the District has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement, are and shall remain exclusively those of the District.

B. Association's Rights

1. Public Meetings of the District's Board of Directors

The Association shall receive notice of the public meetings of the District's Board of Directors, including a copy of the meeting's agenda and minutes. Absent exigent circumstances that make attendance impracticable, the Association President shall be granted paid release time to attend such meetings if held during scheduled work hours. The Association President

may designate another employee to attend in his/her absence upon approval by the General Manager.

2. Voluntary Dues Deductions

During the term of this Agreement, the District will deduct the amount of Association dues from employees' biweekly paychecks, as requested and authorized by each employee in writing; unless an employee's biweekly paycheck earnings do not fully cover such an amount. The District will then remit such deducted amounts to the Association President or his/her designee as soon as practicable after each deduction. The Association President or his/her designee must provide written notice of the amount of Association dues prior to the start of any deductions and must provide the District at least thirty (30) days prior written notice of any change in the amount of Association dues.

The Association is solely responsible for collection of Association dues directly from an employee where that employee's biweekly paycheck earnings are insufficient to cover such amount of Association dues. Deductions will be terminated upon an employee's request, separation from District employment, or transfer to a position outside of the Unit. The Association will indemnify the District for any improper deductions made, including any necessary reimbursement to an employee.

Section 1.3 EQUALITY IN EMPLOYMENT

It is the policy of the District to employ persons with the best available skills for efficient provision of high quality service to the public. Accordingly, the District will actively promote equal opportunity in all aspects of employment, including: recruitment; hiring; promotion; transfer; training; compensation; benefits; working conditions; reductions-in-force; reinstatement; and all other matters of employment.

Equality of job opportunity will be based solely on job-related skills, knowledge, and performance without discrimination on the basis of the person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, and age over forty (40), whether perceived or associated with a person who has, or is perceived to have any of the above-referenced characteristics protected by law.

Preference in hiring, however, shall be extended to applicants who have honorably served in the United States military and can demonstrate such.

Section 1.3.5 General Salary Increase

The Union is agreeable to the Districts proposed change in medical coverage "Blue Shield 80/20 Plan" shall be effective January 1, 2017. In exchange the District is agreeable to the Unions Salary schedule including Step advancement.

See attached Addendum #1

Section 1.4 DEFINITIONS

A. Call Back

Return to duty outside of the employee's normally assigned work shift at the request of his/her supervisor.

B. District Premises

All District Properties, including the main administration/operations/maintenance facilities, Mary Laveroni Community Park, Leon Rose Field, water treatment plant facilities, and all buildings, parking lots, service yards, fire stations, lift stations, pump stations, patios, lunchrooms, break areas, restrooms, loading docks, District-owned vehicles, and work sites where employees perform services for the District regardless of the District's ownership or control of the property.

C. Demotion

The movement of an employee from one classification to another classification with a lower maximum salary range.

D. Overtime

For Operations and Maintenance employees, hours worked more than forty (40) in a workweek or eight (8) in a workday.

E. Promotion

The movement of an employee from one classification to another classification with a higher maximum salary range.

F. Spouse

The person to whom an employee is legally married or is registered as a domestic partner, where applicable.

G. Workweek

A period of seven (7) days on which the District bases its payroll.

Article 2: BENEFITS

Section 2.1 CONTINUATION OF BENEFITS DURING UNPAID LEAVE/310 EMPLOYEE HANDBOOK

As an amendment to the District's Resolution Number 2-99, an employee will continue to receive the benefits contained in this Article for up to six (6) months, while on an unpaid leave status. Upon expiration of this six-month period, an employee may at his/her sole expense become eligible for a continuation of medical and dental insurance, according to the provisions of COBRA and CAL-COBRA.

Section 2.2 MEDICAL INSURANCE / 313 Employee Handbook

The District provides medical insurance to eligible employees as follows:

The District pays 100% of the premium, including for dependent coverage, related to the Blue Shield 80/20 Plan effective January 1, 2017.

Employees in the following employment classifications are eligible to participate in the medical insurance plan:

- Regular full-time employees

- Introductory employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between GCSD and the insurance carrier.

For the purposes of this policy, dependents are defined as spouse, domestic partner, and unmarried children living at home under the age of 19, or unmarried children up to the age of 23, dependents may remain on the District's health insurance plan after the age of 23 until up to the age of 26 at the expense of the employee. Heterosexual domestic partners must file a notarized domestic partner affidavit to qualify for health benefits.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) Policy for more information.

An employee will continue to receive health benefits for up to 6 months while on unpaid leave status.

Details of the health insurance plan can be obtained from Personnel Services.

Section 2.3 VISION INSURANCE

The District shall make available Vision Insurance for each employee and his/her family members. Each employee should refer to the policy for exact specifications and requirements. Additional information regarding services may be obtained directly from Vision Service Plan by contacting member services at 1-800-877-7195 or www.vsp.com.

Section 2.4 DENTAL INSURANCE

The District shall make available Dental Insurance for each employee and his/her family members. Each employee should refer to the policy for exact specifications and requirements. Additional information regarding services may be obtained directly from by contacting member services at 1-888-715-0760 or www.premierppo.com.

Section 2.5 VACATION BENEFITS/302 EMPLOYEE HANDBOOK

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full-time employees
- Introductory employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedules:

Employees accrue vacation at the existing rate, which is as follows:

- Upon initial eligibility the employee is entitled to 10 vacation days each year, accrued biweekly at the rate of 0.385 days per pay period.
- After 5 years of eligible service the employee is entitled to 15 vacation days each year, accrued biweekly at the rate of 0.577 days per pay period.
- After 10 years of eligible service the employee is entitled to 20 vacation days each year, accrued biweekly at the rate of 0.769 days per pay period.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. However, before vacation time can be used, a waiting period of 180 calendar days must be completed. After that time, employees can request use of earned vacation time, including that accrued during the waiting period.

Paid vacation time can be used in minimum increments of one hour. To take vacation, employees must request at least 1 week advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Unless workload and designated responsibilities permit, only 1 person shall be permitted from any group to use his/her vacation credit at any particular time. Unless workload and designated responsibilities permit, Monday and/or Friday vacation leave may not be granted. Seniority will be used to resolve conflicting

vacation leave requests, unless special circumstances exist.

An employee may not use sick leave in lieu of vacation leave. Holidays falling within an employee's authorized vacation leave will not be charged as vacation credit.

Vacation time off is paid at the employee's base pay rate, and if applicable, plus special duties pay, at the time of vacation. It does not include overtime or any other special forms of compensation.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. However, employees are subject to a maximum vacation accrual cap of 240 hours. An employee who reaches the maximum cap will stop accruing vacation until the employee uses vacation and falls below the cap.

In the event that an employee is off work due to a workers comp injury or disability, either short-term or long-term, FMLA leave or some other leave approved by the District, the District will coordinate the benefits of such leave with other benefits covered in this Handbook, such as accumulated vacation time, at the employee's request.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

The Union is agreeable to exchange 16 hours of personal necessity leave in exchange all employees will receive vacation accrual in the same manner. The second tier will be deleted effective the first pay period in July 2016.

Section 2.6 HOLIDAYS/303 EMPLOYEE HANDBOOK

GCSD will grant holiday time off to all employees on the holidays listed below:

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)

Labor Day (first Monday in September)
Veterans Day (November 11)
Thanksgiving (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve (December 24)
Christmas (December 25)

GCSD will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

Regular full-time employees
Introductory (probationary) employees

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In some cases, the General Manager may elect to modify this policy.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate (double time) for all the hours worked on the holiday, unless otherwise stipulated by union contract.

Paid time off for holidays will not be counted as hours worked for the purposes of determining whether overtime pay is owed.

The Union rejects the Districts proposal regarding Presidents day and Day after Thanksgiving, holding at status quo no change.

Section 2.7 SICK LEAVE BENEFITS/ 305 EMPLOYEE HANDBOOK

GCSD provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

Regular full-time employees
Introductory employees

Eligible employees will accrue sick leave benefits at the rate of 3.69 hours per pay period. Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Paid sick leave can be used in minimum increments of one hour. An eligible employee may use sick leave benefits for an absence due to his or her own illness or injury, or that of a child, parent, or spouse of the employee.

All employees must notify their immediate supervisor or the General Manager of their need for sick leave time within one-half (1/2) hour of the normal time for reporting to work. A sick or disabled employee is expected to call personally, if reasonably possible, or have another person make the proper notification. A reason for not making personal notification shall be given immediately upon return to work. Unless physically incapacitated, failure to provide notice shall result in that day of absence being treated as a leave of absence without pay.

Sick leave benefits will be calculated based on the employee's base pay rate plus special duties adjustment at the time of absence and will not include any other special forms of compensation, such as Exceptional Services Awards.

As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or GCSD-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

An employee may be required to provide proper medical certification for an absence, including an estimated return to work date and/or medical release to return to full duty. For sick leave absences that exceed five (5) consecutive days, a doctors' note must be provided in order to be able to use sick leave time. For any medical leave lasting longer than a week, medical certification may be required on a weekly basis.

Sick leave benefits may accrue to a maximum cap of 300 hours. Once an employee reaches the 300 hour cap, sick leave stops accruing.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed (except as provided above). Upon termination of employment, the employee will be paid for one half of the accrued sick leave. Upon an employee's retirement, unused sick leave can be converted into days to report to CalPERS for the purposes of enhancing the retirement benefit, per CalPERS then-current rules and regulations.

Section 2.8 TIME OFF TO VOTE/306 EMPLOYEE HANDBOOK

GCSD encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, GCSD will grant up to 1 hour of paid time off to vote.

Employees shall request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

Section 2.9 BEREAVEMENT LEAVE/307 EMPLOYEE HANDBOOK

Employees who wish to take time off due to the death of an immediate family member shall notify their supervisor immediately.

Up to 2 days of paid bereavement leave will be provided to eligible employees in the following classification(s):

Regular full-time employees
Introductory employees

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation.

Bereavement leave will normally be granted unless there are unusual business needs or

staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

GCSD defines "immediate family" as the employee's spouse, domestic partner, parent, child, sibling; the employee's spouse's (or domestic partner's) parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

~~Section 2.10~~ ~~PERSONAL NECESSITY LEAVE~~

~~Eligible employees will receive up to 16 hours of Personal Necessity Leave in each calendar year. Employees with a hire date between January 1st and June 30th in the year will receive 16 hours of Personal Necessity Leave in that calendar year; employees hired between July 1st and November 30th will receive 8 hours of Personal Necessity Leave in that year and 16 hours of Personal Necessity Leave in following years; employees hired in the month of December will not receive Personal Necessity Leave in that calendar year, but will receive 16 hours of Personal Necessity Leave in following years. Personal Necessity Leave must be scheduled with the prior approval of the employee's supervisor. Unused Personal Necessity Leave may not be rolled over to the next calendar year. Further, Personal Necessity Leave must be taken prior to taking any credited vacation time.~~

Union is agreeable to exchange 16 hours of personal necessity leave in exchange employees hired prior July 1, 2016 vacation accrual increase – See Section 2.5 Vacation Benefits

Section 2.11 JURY DUTY/308 EMPLOYEE HANDBOOK

GCSD encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request paid jury duty leave. There is no limit to the amount of paid jury duty time available related to regular juror service. However, employees are not eligible for paid jury duty related to grand jury service. Further, employees performing regular juror service must remit jury duty pay provided by the court to the District in order to receive District-paid jury duty leave.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

Regular full-time employees

Introductory employees

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either GCSD or the employee may request an excuse from jury duty if, in GCSD's judgment, the employee's absence would create serious operational difficulties.

GCSD will continue to provide health insurance benefits for the full term of the jury duty absence.

Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

Section 2.12 EMPLOYEE RETIREMENT MEDICAL BENEFIT/319 EMPLOYEE HANDBOOK

The vesting schedule related to Employee Retirement Medical Benefits, as set forth by Section 322 of the Employee Handbook, shall be as follows:

<u>Length of Employment at Ratification of This MOU</u>	<u>Vesting Time</u>
0 to 5 years (incl. new employees)	20 years
6 to 8 years	15 years
8+ years	10 years

The Union is agreeable to eliminate Section 2.12 benefits for new employees hired on or after July 1, 2016 in exchange for an increase in On-Call Pay per diem from thirty dollars (\$30) to forty dollars (\$40). (Section 320: On-Call Pay Employee Hand book). And the District will continue to pay 100% of the premium, including for dependent coverage during the term of this agreement July 1, 2016 to June 30, 2019.

Section 2.13 RETIREMENT BENEFITS (CALPERS) /321 EMPLOYEE HANDBOOK

All Regular District employees are covered by the California Public Employees' Retirement System (CalPERS). Bargaining unit members ("classic" members under the

CalPERS system) have historically paid 3% of the employee contribution. Effective upon ratification of this agreement, the contribution of bargaining unit members shall increase by an additional 2.5%, for a total employee contribution of 5.5% of salary. Effective July 1, 2014, the contribution of bargaining unit members shall increase by an additional 2.5%, for a total employee contribution of 8% of salary. Effective July 1, 2015, the contribution of bargaining unit members shall increase by an additional 2.5%, for a total employee contribution of 10.5% of salary.

Employees hired on or after January 1, 2013 ("new" members under the CalPERS system) shall be enrolled in the statutory retirement formula and shall contribute the statutory employee contribution set forth by the Government Code.

Employee contributions are deducted prior to deferral and state withholding, which lowers taxable income (tax deferred income). PERS is supplemented by FEDERAL SOCIAL SECURITY and MEDICARE coverage, with these costs split between employer and employee (50% each).

Section 2.14 EDUCATIONAL ASSISTANCE/312 EMPLOYEE HANDBOOK

Section deleted in its entirety.

Section 2.15 COMPUTER LOAN PROGRAM/317 EMPLOYEE HANDBOOK

Section deleted in its entirety.

Section 2.16 CERTIFICATION ASSISTANCE/330 EMPLOYEE HANDBOOK

GCSD recognizes that the skills and knowledge of its employee are critical to the success of the District. For this reason, the District encourages employees to seek certifications that are required for their jobs and for subsequent promotions. The District will purchase study materials and may provide study programs to assist employees with passing certification exams.

The District will also pay the fees associated with certification exams. However, if an employee takes and fails a particular exam **twice**, the District will not pay for any further certification exams. Once the employee takes and passes the certification exam at their own expense the District will reimburse the employee for the cost of the exam. Certification applications must be approved in advance by the General Manager. If an employee voluntarily leaves employment with the District prior to completing 12 months

of service after achieving certification or passing of a certification exam, the costs of certification assistance will be due and owing to the District within 30 days of the employee's separation. As a condition of receiving reimbursement of exam costs by the District, employees shall first enter into an agreement consistent with this provision.

Article 3: POLICIES AND PROCEDURES REGARDING EMPLOYEE CONDUCT AND OTHER MATTERS OF DISTRICT EMPLOYMENT

Section 3.1 GENERAL PROVISIONS

Set forth in the MOU's Appendices and incorporated herein are District policies and procedures, which may be revised by the District only after written notification to the Association and an opportunity to meet-and-consult regarding the proposed revisions. To the extent that a District policy or procedure written elsewhere is inconsistent with the terms and conditions set forth herein, the language in this Agreement controls.

Section 3.2 EMPLOYEES' DUTIES

Employees must adhere to all District policies and procedures whether set forth in this MOU or elsewhere. Employees have a duty to report any violations of any of the policies and procedures set forth herein to the General Manager, or if the matter involves the General Manager, any member of the Board of Directors.

Section 3.3 BURDEN OF PROOF

Should an employee challenge the exercise of the General Manager's discretion pursuant to any of the policies and procedures set forth in the Appendix, an employee must prove that the decision by the General Manager was arbitrary and capricious.

Article 4: GRIEVANCE PROCEDURE

Section 4.1 RIGHT TO GRIEVE

An employee has a right to seek review of any issue regarding a specified term of this Agreement or any District rule, regulation, or policy that has been violated, misapplied, or misinterpreted with respect to that individual employee, including any individual employee's discipline resulting in deductions of pay, except a decision to extend or terminate probationary employment. Employees are cautioned not to submit any frivolous grievances, as such action will reflect upon an employee's performance record.

In the event that a grievable issue affects or has a real potential to affect other employees, the Association President may file a grievance on behalf of the Association. At all steps of the grievance procedure, an employee may choose to be represented by the Association President or his/her designee, or any other legal representative.

Section 4.2 FIRST STEP OF GRIEVANCE PROCEDURE

A grievance shall be discussed with the employee's immediate supervisor and resolved if possible. A grievance not resolved at this first step shall be brought by the employee/grievant to the second step of the grievance procedure within fifteen (15) calendar days. If the immediate supervisor is the General Manager, the employee/grievant may take the grievance directly to the second step of the grievance procedure.

Section 4.3 SECOND STEP OF GRIEVANCE PROCEDURE

A grievance shall be presented in writing to the General Manager. Within fifteen (15) calendar days upon receipt of the written grievance, the grievance shall be discussed with the General Manager. A grievance not resolved at this second step shall be brought by the employee/grievant to the third step of grievance procedure within fifteen (15) calendar days of the above-referenced meeting.

Section 4.4 THIRD STEP OF GRIEVANCE PROCEDURE

A grievance shall be presented in writing to the Board of Directors. Within thirty (30) calendar days or within a time period agreed-upon by the parties, the Board of Directors may hold an evidentiary hearing or appoint a hearing officer to hold an evidentiary hearing and to make a recommended decision to the Board of Directors.

Any such hearing shall be informal and conducted in accordance with the rules set forth in Government Code section 11513, and each party shall be entitled to compel the attendance of any witness employed by the District pursuant to Government Code sections 11450.10-11450.50 and by depositing any required fees thereto. Accordingly, each party shall bear its own costs, including but not limited to witness fees, exhibit costs, and transcript costs, except that the District shall pay the fees of any hearing officer and/or the court reporter.

The Board of Directors shall make the final written decision on the subject grievance.

Article 5: DISCIPLINE

Section 1 DEFINITION

Disciplinary action means an action taken by the District resulting in a letter of reprimand, dismissal, suspension, reduction in salary step for a specified time period or demotion of a permanent employee.

Section 2 CAUSE(S) OF ACTION

An employee with permanent status with the District may be disciplined only for cause. Possible causes for discipline include, but are not limited to, the following:

- (a) Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:
 - 1. Falsification of application for work;
 - 2. False information regarding driver's license; and/or
 - 3. False information regarding professional licenses, credentials, or certificates.
- (b) Falsification of an official statement or document;
- (c) Failure to meet work performance standards and requirements;
- (d) Willful or negligent disobedience of any job-related law, ordinance, District rule, or departmental regulation or any superior's lawful order;
- (e) Incompetence;
- (f) Inefficiency;
- (g) Inexcusable neglect of duties;
- (h) Insubordination;
- (i) Dishonesty;
- (j) Improper use of drugs or alcohol;
- (k) Failure to meet the requirements of the Department of Transportation Drug Testing Regulations for covered employees;
- (l) Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slowdowns;
- (m) Conviction of a felony or conviction of a misdemeanor involving moral turpitude; a plea or verdict of guilty, or a conviction following a plea of nolo contendere, to

- a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection;
- (n) Discourteous treatment of the public or other employees, including but not limited to harassment of any individual based on their race, color, ancestry, religious creed, national origin, disability, medical condition, sex, age, marital status, or any other category so prescribed by law;
 - (o) Willful disobedience;
 - (p) Misuse of District property or damage to District property resulting from misuse or negligence;
 - (q) Inconsistent, incompatible or conflicting employment activity or enterprise;
 - (r) Violation of a department rule;
 - (s) Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the District;
 - (t) Sexual harassment;
 - (u) Commission of any type of violence in the workplace, regardless against whom it is directed. Violence related to the work place that is committed off site and off working hours is also subject to severe discipline;
 - (v) Absenteeism; and,
 - (w) Theft or inappropriate removal or possession of GCSD property.

Section 3 GENERAL PROVISIONS

Except as otherwise provided herein, probationary employees may be dismissed, without right to review or appeal unless otherwise required by law. Probationary employees who have obtained permanent status with the District in another classification shall not be dismissed without following the procedures contained herein.

Section 4 NOTICE OF PROPOSED DISCIPLINARY ACTION

Prior to imposing discipline, the Department Head shall:

- (a) Review the proposed action with the Human Resources Office.
- (b) Prepare and serve a written notice to inform the employee of the following:
 - 1. The nature of the proposed disciplinary action;
 - 2. The causes therefore;
 - 3. The specific alleged acts or omissions upon which the causes are based stated in ordinary and concise language;
 - 4. A copy of all the written materials upon which the causes are based; and,
 - 5. Notice of the right to respond to the Department Head intending to

impose the discipline.

Section 5 RESPONSE TO NOTICE OF PROPOSED DISCIPLINARY ACTION

- (a) A permanent employee given notice of proposed disciplinary action may, within seven (7) business days after service of the notice, respond to the Department Head either orally or in writing. The employee shall not be entitled to a formal hearing with examination of witnesses, but he/she may present statements by himself/herself, written statements of any witnesses and other documentary material. He/She may be represented by another in presenting his/her response. The Department Head shall fairly and impartially consider the employee's response and shall thereafter:
1. Uphold the proposed disciplinary action;
 2. Notify the employee that the proposed disciplinary action will not be imposed;
 3. Impose a lesser disciplinary action; or
 4. Amend the charges.
- (b) In the event the Department Head substantively amends the intended charges or punishment, he/she shall give another notice as provided in Section 4.

Section 6 ORDER OF DISCIPLINARY ACTION

After completing the requirements of Section 5, the Department Head shall serve upon the employee an Order of Disciplinary Action in writing stating:

1. The nature of the disciplinary action;
2. The effective date of the action;
3. The causes therefore;
4. The specific acts or omissions upon which the causes are based, stated in ordinary and concise language; and,
5. The right of the employee to appeal.

The effective date of the disciplinary action shall be as provided in the Order of Disciplinary Action.

Section 7 DISCIPLINARY ACTION – MINOR

A minor suspension is a suspension for a period of five (5) business days or less in any twelve month period (or the equivalent reduction in salary step). A Department Head considering a minor suspension shall comply with Section 4 and, if requested, Section 5. After receiving the Order of Disciplinary Action provided in Section 6, the employee may, within seven (7) business days after service of an order imposing a minor suspension, appeal in writing to the District General Manager who shall thereafter conduct such meetings and informal discussions as deemed appropriate. The District General Manager shall make a written decision within fourteen (14) business days affirming, modifying or revoking the order which shall be transmitted to the employee and the Department Head and shall place a copy in the employee's personnel file. In the event the discipline is revoked, all record of the discipline and appeal will be removed from the employee's personnel file. The decision of the District General Manager shall be final and binding.

A Letter of Reprimand is considered to be a disciplinary action. Any employee receiving a Letter of Reprimand may respond in writing to the Letter of Reprimand within thirty (30) calendar days from the date the Letter of Reprimand is received. The employee's written response shall be attached to the Letter of Reprimand and placed in the employee's personnel file. The Letter of Reprimand shall not be appealable.

Section 8 DISCIPLINARY ACTION – MAXIMUM

No disciplinary suspension shall be imposed for any period exceeding thirty (30) calendar days, and the Order of Suspension shall expressly state, in addition to the reasons therefore, the dates of the commencement and expiration of suspension.

Section 9 APPEAL OF ORDER OF DISCIPLINARY ACTION – MAXIMUM

The employee acted against may, within seven (7) calendar days after service of the Order, appeal the action of the Department Head. An appeal shall be in writing, shall be filed with the Human Resources Office, and shall contain an answer to each charge in the Order. As soon as practicable, the Human Resources Office shall set the appeal for hearing before the Board of Directors and notify the interested parties of the date and time of the hearing.

Section 10 SERVICE OF NOTICE

For purposes of this procedure, notification to a party may be given either personally or by mail. When notice is mailed to an employee, it shall be sent to the employee's

current address of record by registered mail, return receipt requested. The Department Head shall promptly furnish the Human Resources Office with a copy of each Notice or Order and a statement showing by whom, and the manner and date the notice or order was served.

Section 11 DISCIPLINARY ACTION – AMENDMENT OF ORDER

At any time before the hearing, the Department Head may file with the Human Resources Office an amended or supplemental Order, which shall be served upon the employee. If an amended Order presents new causes for discipline, the employee shall be afforded all of the procedural safeguards enumerated in Section 4 and Section 5 herein prior to the discipline becoming effective.

Section 12 DISCIPLINARY ACTION – THE HEARING

A permanent employee subjected to discipline greater than that defined as "minor" shall be entitled to an appeal hearing before the Board of Directors. The decision of the Board shall be considered final and binding. At the sole discretion of the Board, an appeal hearing may be delegated to a hearing officer for purposes of rendering a recommended decision to the Board.

The hearing shall be held in closed session unless the employee notifies the Human Resources Office in writing at least two (2) business days prior to the hearing date that he or she desires to have the hearing in public. In any event, the Department Head shall be entitled to have those matters which constitute complaints against him or her heard in closed session. The employee shall have the right to be represented by counsel and to present evidentiary facts. The Board may at any time exclude any person who may be a witness in the case under consideration, with the exception of the employee and the departmental representative.

The hearing shall be informal and the Board shall not be bound by the formal rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing other evidence; however, it shall not be deemed sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

In arriving at a decision, the Board may consider any prior District disciplinary action including any relevant letters of reprimand filed with the Human Resources Office. The Board shall make an official decision affirming, modifying or revoking the order. The decision shall contain findings of fact which may be stated in the language of the pleadings or by reference thereto. A copy of the written decision of the Board shall be transmitted to the Department Head and the Human Resources Office. The Department Head shall serve a copy of the decision upon the employee.

Section 13 DISCIPLINARY ACTION – BURDEN OF PROOF

The burden of proof shall be on the Department Head issuing the disciplinary order. The quantum of proof required to sustain such action shall be a preponderance of the evidence.

Section 14 DISCIPLINARY ACTION – EXAMINATION UNDER EVIDENCE CODE

At the hearing the employee may be examined under Section 776 of the California Evidence Code. Failure of the employee to appear at the hearing or failure to testify if called as a witness without extenuating circumstances shall be deemed a withdrawal of the employee's appeal and the action of the Department Head shall be final,

Section 15 DISCIPLINARY ACTION – AFFIRMATION OR REVOCATION OF ACTION

The Board may affirm or revoke the action taken by the Department Head or may modify such action to a less severe punishment. The Board may order the employee returned to his or her position either as of the date of the punitive action by the Department Head or as of such later date as may be specified. If the Board revokes or modifies the Order of the Department Head, the appealing employee shall be granted forthwith all rights and privileges pertaining to District service in accordance with the Order of the Board.

Section 16 RECORDING OF THE HEARING

An audio recording of the hearing referenced above shall be made. The employee or employee's representative may request a copy of the recording.

Article 6: DOCUMENT EXECUTION

As set forth in Article 1, Section 1.1.D., this Memorandum of Understanding is entered into by the parties pursuant to California Government Code section 3505.1, and as approved by the Board of Directors of Groveland Community Services District this 19th day of October, 2016.

Dated: _____
District

Groveland Community Services

By: _____
Board President

Jon Sterling
General Manager

Dated: _____

Operating Engineers, Local 3

Michael A. Eggener
OE 3 Business Representative

Luis Melcher
OE3 Member

APPENDIX

Table of Contents

- 1. Classifications and Compensation Plan (under separate cover)***
- 2. Employee Handbook (under separate cover)***

Welcome new employee!

On behalf of your colleagues, I welcome you to GCSD and wish you every success here.

We believe that each employee contributes directly to GCSD's success in serving our community, and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with GCSD. If you have any questions after reading this handbook, please feel free to see me, your department head, or Personnel Services.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

INTRODUCTION

010 Organization Description

I. What We Do

The Groveland Community Services District (GCSD) is a public agency chartered under California Government Code Section 61000 to provide water, wastewater, parks, and fire services to the rural communities of Groveland and Big Oak Flat, California.

II. Our Facilities and Locations

The administrative office of GCSD is located on about 300 acres at 18966 Ferretti Road in Groveland. Also on this property are the Operations and Maintenance office, Maintenance buildings, wastewater treatment plant, two reclaimed water reservoirs, about 15 acres of reclaimed water spray fields, and Leon Rose Ball Field. Mary Laveroni Community Park and the Groveland Fire Station are also located on this property, but front on Highway 120 in downtown Groveland.

The District's O&M Department operates and maintains the water, wastewater and park systems for its customers. Some details of these facilities are provided as follows:

Water Treatment Facilities (WTF): Big Creek Shaft and Second Garrote tap the underlying Hetch Hetchy Mountain Tunnel as the source of water for the GCSD service area. Both facilities treat water from the Hetch Hetchy Mountain Tunnel with combined storage of 4 million gallons. The water is then transmitted to the water distribution systems. Big Creek Water Treatment Facility (WTF) primarily serves Pine Mountain Lake, while Second Garrote WTF serves Groveland and Big Oak Flat, with the Distribution systems capable of interconnecting.

Water Distribution Facilities: The distribution system serves about 3,000 customers and contains 11 pressure zones, 17 pressure reducing facilities, 9 pressure relief valves, 3 intra-zone booster pumping stations, 425 fire hydrants, 5 storage tanks (Tank #1: 0.50 MG; Tank #2: 0.75MG; Tank #3: 0.75MG; Tank #4: 0.50MG; and Tank #5: 0.14MG), and 70 miles of water transmission lines.

Sewer Collection: The District's sewer system consists of 16 lift stations, 7 miles of force main, and 35 miles of gravity lines, which serve about 1,500 customers. All the lift stations are located in Pine Mountain Lake, except Lift Station 16, which serves Big Oak Flat.

Sewer Treatment: The District has one sewer treatment plant, consisting of primary and secondary treatment. Onsite facilities consist of a mechanical shop, laboratory, and offices. The District has two

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

reclaimed water storage reservoirs. Reservoir #1 has a storage volume of about 12 acre-feet. Reservoir #2 has a storage volume of about 100 acre-feet. Pine Mountain Lake Golf Course operates a small reservoir that blends a portion of the District's effluent with lake water for irrigation purposes. The remainder of the District's reclaimed water is disposed of on 14+ acres of spray fields on District property.

Parks: GCSD owns and operates two parks: Mary Laveroni Community Park (with an area of about 2.3 acres), which has picnic areas, restrooms, children's play equipment, snack bar and two amphitheaters. Leon Rose Ballpark has an area of about 1.2 acres, and has a baseball field, snack bar, restrooms, and children's play area. During emergencies, such as wild fires, these parks are used as staging and bivouac areas for emergency response crews.

Fire Department: The Fire Department is staffed with Cal Fire employees under contract with the District, the District owns the equipment and facilities.

III. The History of GCSD

Since the early California Gold Rush days, the Groveland area was a center of gold mining activity. However, from its beginnings, the area has not had sufficient water to support these activities. Over the years, many schemes to bring water to Groveland and Big Oak Flat have been tried with varying and usually limited success. On August 19, 1953, the Groveland Community Services District was formed to bring much-needed utility services to the Groveland and Big Oak Flat. At first, the District tried to meet its growing water needs by tapping into groundwater that flooded mines shafts and tunnels that laid beneath the town. However, this water was of generally poor quality and had an abundance of iron and manganese. In 1964, the District secured the rights to pump water from the Mountain Tunnel of the Hetch Hetchy Aqueduct, which runs beneath the District.

In the 1960s, Boise Cascade subdivided Pine Mountain Lake. As part of this development, Boise Cascade was required to construct a sewer collection system to about half of the development and a wastewater treatment plant located at the District's headquarters sight. This system was expanded to downtown Groveland and Big Oak Flat and became operational in the late 1970s.

From its earliest history, the towns of Big Oak Flat and Groveland were served by an all-volunteer fire department. In the 1980s, a full-time Fire Chief and Fire Engineer were hired to manage the fire department and its volunteers. In 2000, the Fire Department was expanded to seven full-time positions supported by varying numbers of volunteers. In 2013 the District disbanded the Fire Department and now provides Fire services under a cooperative agreement with Cal Fire. The Fire Department also participates in a mutual aid program with Tuolumne County Fire Department, and the fire services of the California Department of Forestry (CDF) and the U.S. Forest Service.

The District maintains two parks: Mary Laveroni Community Park, which fronts on Highway 120, and Leon Rose Ball Field, located on north side of GCSD's property. Leon Rose Field evolved from a dirt lot ball field in the 1970s to a beautiful ball park, complete with bleachers and snack shack in the 1980s.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

Mary Laveroni Community Park was built in the 1980s and named Wayside Park. In August 2003, as part of its 50-year anniversary celebration, this park was renamed in honor of one of GCSD's first directors, Mary Laveroni. In 2004, the park facilities were expanded to include a large concert stage, three sets of bleachers, and a large grass playing field.

IV. Our Organizational Structure

The organizational structure of GCSD is shown on Figure 1. The District has three departments: Fire, Operations & Maintenance, and Administration/Finance. The heads of the three departments answer to the General Manager. The General Manager answers to the Board of Directors. The Operations and Maintenance Department is divided into three groups: Water and Wastewater Treatment, Wastewater Collections and Water Distribution, and Maintenance Mechanical.

V. The District's Mission, Values & Vision, and Strategic Goals

Mission Statement

Delivering professional, environmentally sound, economic, and compliant services that meet District customer needs for parks and recreation, fire protection and rescue, wastewater management, and drinking water.

- *Professional – by trained and licensed professionals*
- *Environmentally sound – while conserving and protecting natural resources*
- *Economic – within affordability and value standards*
- *Compliant – as required by law*
- *District – within established boundaries*
- *Customer – property owner, resident, and visitor*
- *Needs – critical wants and desires (such as reliability, timeliness, healthful, helpful, and safe)*

Vision & Values

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

1. Trusted and respected by the Public we serve.
2. Responsible guardian of natural resources in our care.
3. Good neighbor to those adjacent to our District and all the communities beyond that we may or could impact.
4. A leader and visionary the community counts on for future infrastructure and community services needs.
5. Directors and employees provide excellent service to the Public and their teammates.
6. An ideal vehicle for volunteered time and in-kind contributions by community members.
7. Place of opportunity for employees to share ideas, exercise good judgment, and be rewarded for creativity, initiative and responsibility, while building commitment to, and persistently achieving, exceptional career skills.
8. A respected provider of public value derived from gifts, grants, and assistance program awards and donations.
9. Results driven through open and public processes achieving balanced consideration of Public needs.

Strategic Goals

- A. Goal #1—Budget Compliance: The District shall develop a five-year rolling budget that is synchronized with the District’s Strategic Plan, Master Plans and updated Capital Improvement Plans, and staff will live within this budget and its amendments, as measured by:
 1. Staff shall prepare the draft five-year budget each year for review by Board Subcommittee in May.
 2. The Board shall adopt the Budget by the second Board Meeting in June.
 3. The Office Manager/District Secretary will provide monthly Budget vs. Actual Reports to the Board.

- B. Goal #2—Best Practices: GCSD will adopt best practices in its functional areas so that continuous quality improvement is the norm, serving the needs of its customers and the community in the most efficient and effective ways possible while meeting its regulatory requirements, as measured by:
 1. Regulatory Compliance

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Revised: November 4, 2013
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- a. WWTP will meet discharge requirements when plant is operating below is nominal operational capacity of 200,000 gallons per day.
 - b. After equipping Reservoir #2 with an aeration system, reduce Dissolved Oxygen compliance variances to no more than 3 per year.
 - c. Upon completion of lift stations upgrades, the District will experience no sewer spills due to lift station failures.
 - d. Through an on-going sewer main inspection program, the District will reduce Inflow & Infiltration by 75% over the next five years.
 - e. Upon completion of the new water disinfection systems in July 2007, reduce TTHM and HAA violations to zero.
 - f. The District will have no significant OSHA violations.
2. Doing our Best
- a. Certified Employees will maintain their certifications through continuing education and training.
 - b. Establish a system to measure customer service complaints and propose an improvement plan after one year of monitoring.
 - c. General Manager, Office Manager/District Secretary, at least one Board Member shall attend Annual California Special Districts Association Conferences each year to:
 - o Remain current with industry trends
 - o Network with district peer agencies
- C. Goal #3—Community Activities: GCSD will be an integral component of significant community activities by utilizing District resources for the public's use and maximum benefit, as measured by:
- 1. Develop better ways to communicate with our Customers by:
 - a. Continue to write monthly news articles for the YHH and PML News on current GCSD issues.
 - b. Maintain and Improve the GCSD web site.
 - c. Develop and Maintain an Emergency Notification System.
 - d. Others, as identified by the Board of Directors
- D. Goal #4—Legislative Activities: GCSD will pursue opportunities to channel outside funding into the District, as measured by:
- 1. Pursue at least two state or federal grant opportunities for assistance in paying for water or wastewater capital projects.
 - 2. Pursue grants of opportunity for the District's other departments.

- E. Goal #5—Strategic Insight: GCSD will engage in a Strategic Planning process to ensure that its customers receive appropriate benefits, its departments are kept in alignment with evolving regulations and technological advances, and its needs fit within resources, and that its Master, Capital Improvement, and Strategic Plans are in alignment with evolving community needs, as measured by:
1. Develop and Manage the District's Planning Calendar
 2. Board and Management will revisit the District's Strategic Plan each year. The General Manager will be responsible for translating the Strategic Plan into an Operational Plan.

020 Introductory Statement

This handbook is designed to acquaint you with GCSD and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by GCSD to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. The need may arise and the GCSD Board of Directors reserves the right to revise, supplement or rescind any policies or portion of the handbook from time to time as it deems appropriate. If a change in the handbook affects a matter within the scope of representation, the District will satisfy its legal obligations to meet and confer with designated representatives under California Government Code Section 3500 et seq.

In the event of any conflict between the provisions of any current Memorandum of Understanding (MOU) and the policies in this handbook, then the provisions of the MOU prevail.

030 Employee Acknowledgement Form

The employee handbook describes important information about GCSD, and I understand that I should consult Personnel Services regarding any questions not answered in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board of Directors of GCSD has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

040 Customer Relations

Customers are among our District's most valuable assets. Every employee represents GCSD to our customers and the public. The way we do our jobs presents an image of our entire District. Customers judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any customer as circumstances may warrant. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers.

In achieving behavioral compliance, all District employees are expected to work well under pressure and meet multiple and sometimes competing deadlines. In addition, all employees shall at all times demonstrate cooperative and civil behavior with the public, colleagues and supervisors.

Customers who wish to lodge specific comments or complaints should be directed to the General Manager for appropriate action. Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of GCSD. Positive customer relations enhance the public's perception or image of GCSD.

040 Bargaining Unit Meet & Confer Sections

The basic tenant of the Meyers-Milas-Brown Act (MMBA) for meet and confer is wages, benefits, terms and conditions of employment. The following articles in the Employee Handbook have either in part or in full considered to be meet and confer items under the MMBA:

Section 1 Employment

- Section 106 Employee Medical Examinations
- Section 109 Outside Employment
- Section 111 Disability Accommodations

Section 2 Employment Status and Records

- Section 205 Introductory Period
- Section 208 Job Descriptions
- Section 209 Salary Administration

Section 3 Employee Benefit Program

- Section 301 Employee Benefits
- Section 302 Vacation Benefits

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Section 303	Holidays
Section 305	Sick Leave Benefits
Section 306	Time off to Vote
Section 307	Bereavement Leave
Section 308	Jury Duty
Section 309	Witness Duty
Section 310	Benefits Continuation (COBRA)
Section 311	Health Insurance
Section 312	Life Insurance
Section 313	Long-Term Disability
Section 314	Parental Leave Program
Section 315	Deferred Compensation Program
Section 316	Compensatory Time Off
Section 317	On-Call Pay
Section 318	Employee Uniform & Clothing Allowance
Section 319	Employee Retirement Medical Benefits
Section 320	Retirement—Social Security & Medicare
Section 321	Retirement Income Benefits (PERS)
Section 322	Long-Term Care (PERS)
Section 324	Service Referrals for Employees
Section 326	Wage Adjustments
Section 327	Certification Assistance

Section 4 Time Keeping and Payroll

Section 402	Paydays
Section 403	Employment Termination
Section 406	Pay Deductions and Setoffs

Section 5 Work Conditions & Hours

Section 501	Safety
Section 502	Work Schedules
Section 504	Meal Periods
Section 505	Overtime
Section 508	Business Travel Expenses
Section 514	On-Call Duty

Section 6 Leaves of Absence

Section 601	Medical Leave
Section 602	Personal Leave
Section 603	Military Leave
Section 604	Pregnancy-Related Absences

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Section 7 Employee Conduct & Disciplinary Action

Section 702 Drug and Alcohol Use

Section 708 Drug Testing

Section 709 Progressive Discipline

Section 710 Problems Resolution

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

SECTION 1 EMPLOYMENT

101 Nature of Employment

Effective Date: 11/12/2004

Revision Date:

This handbook is intended to provide employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with GCSD.

However, this handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor GCSD, after following due process, is bound to continue the employment relationship if either chooses to end the relationship at any time.

In order to retain necessary flexibility in the administration of policies and procedures, GCSD reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook. The only recognized deviations from the stated policies are those authorized by the GCSD Board of Directors.

102 Employee Relations

Effective Date: 11/12/2004

Revision Date:

GCSD believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that GCSD amply demonstrates its commitment to employees by responding effectively to employee concerns.

As some employees in GCSD have already chosen third party representation, we affirm our commitment to retaining positive relationships with all existing bargaining units.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

103 Equal Employment Opportunity

Effective Date: 11/12/2004

Revision Date:

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at GCSD will be based on merit, qualifications, and abilities. GCSD does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

GCSD will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or Personnel Services. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

104 Business Ethics and Conduct

Effective Date: 11/12/2004

Revision Date:

The successful business operation and reputation of GCSD is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of GCSD is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to GCSD and its customers to act in a way that will merit the continued trust and confidence of the public.

GCSD will comply with all applicable laws and regulations and expects its directors, managers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, then the matter should be discussed openly with your immediate supervisor and, if necessary, with the General Manager for advice and consultation.

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

Compliance with this policy of business ethics and conduct is the responsibility of every GCSD employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

105 Hiring of Relatives

Effective Date: 9/16/2004

Revision Date:

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

Relatives of current employees may not occupy a position that will be working directly for or supervising their relative. GCSD also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

If a relative relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management. The individuals concerned will be given the opportunity to decide who is to be transferred to another available position. If that decision is not made within 30 calendar days, management will decide who is to be transferred or, if necessary, terminated from employment.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

106 Employee Medical Examinations

Effective Date: 9/16/2004

Revision Date:

To help ensure that employees are able to perform their duties safely, medical examinations may be required.

After an offer has been made to an applicant entering a designated job category, a medical examination will be performed at GCSD's expense by a health professional of GCSD's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam.

Current employees may be required to take medical examinations to determine fitness for duty. Such examinations will be scheduled at reasonable times and intervals and performed at GCSD's expense.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know.

107 Immigration Law Compliance

Effective Date: 9/16/2004

Revision Date:

GCSD is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with GCSD within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Personnel Services. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

108 Conflicts of Interest

Effective Date: 11/12/2004

Revision Date:

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which GCSD wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact Personnel Services or the General Manager for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of GCSD's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the General Manager as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which GCSD does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving GCSD.

109 Outside Employment

Effective Date: 9/16/2004

Revision Date:

Employees may hold outside jobs as long as they meet the performance standards of their job with GCSD. All employees will be judged by the same performance standards and will be subject to GCSD's scheduling demands, regardless of any existing outside work requirements.

If GCSD determines that an employee's outside work interferes with performance or the ability to meet the requirements of GCSD as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with GCSD.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside GCSD for materials produced or services rendered while performing their jobs.

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

110 Non-Disclosure

Effective Date: 12/27/2004

Revision Date: 9/10/2007

The protection of confidential information is vital to the security of GCSD's facilities. Such confidential information includes, but is not limited to, the following examples:

- Detailed information regarding treatment processes and delivery methods for water and wastewater infrastructure,
- Personnel records,
- Customer account and contact records,
- Items deemed by legal counsel to be privileged and confidential,
- Fire & Rescue incident reports or any portion thereof considered to be confidential

Employees who improperly use or disclose this confidential information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. Any question about this policy should be discussed directly with the General Manager.

111 Disability Accommodation

Effective Date: 12/03/2004

Revision Date: 9/10/2007

GCSD is committed to complying fully with the Americans with Disabilities Act (ADA) and California's Fair Employment and Housing Act (FEHA) and ensuring equal opportunity in employment for qualified persons with disabilities as required by such laws. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential functions of the job.

Post-offer medical examinations are required for all new employees. For persons with disabilities, these examinations are required only for those positions in which there is a bona fide job-related physical requirement. They are given to all persons entering the position only after conditional job offers. Medical records will be kept separate and confidential.

GCSD is committed to satisfying its legal obligations to provide reasonable accommodation for applicants and employees. GCSD is also committed to avoiding discrimination against any qualified

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

employee or applicant because he/she is related to or associated with a person with a disability.

This policy is neither exhaustive nor exclusive. GCSD is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

112 Job Posting

Effective Date: 1/24/2005

Revision Date: 9/10/2007

GCSD provides employees an opportunity to indicate their interest in open positions and advance within the District according to their skills and experience. In general, notices of all regular, full-time job openings are posted, although GCSD reserves its discretionary right to not post a particular opening.

Job openings will be posted on the employee bulletin board and normally remain open for 3 days. Each job posting notice may include the dates of the posting period, job title, department, job summary, essential duties, and qualifications (required skills and abilities).

Employees who have a written warning on file, or are on probation or suspension may not be eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

To apply for an open position, employees should submit a job posting application to Personnel Services listing job-related skills and accomplishments. It should also describe how their current experience with GCSD and prior work experience and/or education qualifies them for the position.

GCSD recognizes the benefit of developmental experiences and encourages employees to talk with their supervisors about their career plans. Supervisors are encouraged to support employees' efforts to gain experience and advance within the District.

An applicant's supervisor may be contacted to verify performance, skills, and attendance. Any staffing limitations or other circumstances that might affect a prospective transfer may also be discussed.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the District.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

113 Employee Recruitment & Selection

Effective Date: 12/27/2004

Revision Date: 9/10/2007

Authorization of Positions

The Board of Directors shall authorize the number of positions in each department, generally during the annual budgeting process. Should the need arise, the General Manager may request the Board of Directors to authorize a new position during the course of the fiscal year. Authorized position vacancies are filled by the General Manager.

Announcement

The General Manager shall recruit for Groveland Community Services District positions by open, public announcement of vacancies, such as posting on bulletin boards, advertising in professional trade journals, and advertising in other mass media. From time to time, a position may be filled by a promotion-only process in which competition is limited to more than one qualified current District employee (see Section 112: Job Posting). If this latter method is used, the vacancy shall be generally announced to staff in a manner that provides sufficient opportunity for all interested persons to apply.

Announcements may briefly specify the title and pay range of a position; the nature of the work to be performed; qualifications necessary and/or desirable for successful job performance of the work; whether the position is at-will or regular; the dates, time, place, and manner of receiving applications and administering examinations; the closing date for the application, if one is established; whether a medical and/or psychological examination, including a drug screen, will be required; and other pertinent information.

Employment Standards

Applicants for employment shall meet such standards of education, experience, skills, abilities, and personal, mental and physical characteristics as are required for successful performance of the position's duties. The District may use application reviews, written tests, oral tests, and individual interviews to assess the degree to which an applicant meets these employment standards. Applicants may be ranked for consideration of employment, even though more than one candidate may possess acceptable background.

A successful candidate shall meet the following conditions:

- A. Depending on the position, pass a medical examination administered by a licensed medical doctor, selected and paid by the District, to determine physical and mental fitness for the position to which an appointment is to be made.
- B. Be physically and mentally able to perform the essential functions of the position, with or without reasonable accommodation.
- C. Be eligible under appropriate federal regulations to work in the United States. It is the policy of

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

the Groveland Community Services District to hire only citizens of the United States or persons authorized to work in the United States. Documentation of eligibility to work in the United States will be required as a condition of employment.

- D. Possess a valid California motor vehicle driver's license, if driving is required to fulfill the duties of a position. The District may also require a DMV printout of the applicant's driving record.
- E. Possess any other appropriate certification to perform the duties of a position, such as Water/Wastewater Operator, as required by the State of California or District rules.
- F. Be free of any conflicts of interest, in accordance with District policy.

The District also may reject any applicant if in the District's judgment, the applicant is unsuitable for the position, including, but not limited to the following grounds: a prior separation from the District, any termination with cause from employment, and fraud or misconduct with the employment application.

Once applications for a position are compiled, the District may elect to hold interviews with some or all applicants prior to selection.

114 Restrictions on Political Activity

Effective Date: 12/27/2004

Revision Date: 5/3/2012

The District recognizes and respects the right of an employee to participate in political activity. Also, an employee may not participate in any political activity of any kind while in uniform, during work hours, occupying a District vehicle, or while on the District's premises.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

SECTION 2 EMPLOYMENT STATUS AND RECORDS

201 Employment Categories

Effective Date: 12/27/2004

Revision Date: 9/10/2007

It is the intent of GCSD to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

Each employee is designated as either NONEXEMPT or EXEMPT under federal overtime laws. NONEXEMPT employees are entitled to overtime pay under the applicable laws and EXEMPT employees are not entitled to overtime under such laws. An employee's EXEMPT or NONEXEMPT classification will be changed upon written notification to the employee and/or his/her recognized representative.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary, casual, acting or emergency status and who are regularly scheduled to work GCSD's full-time schedule. Generally, they are eligible for GCSD's benefit package, subject to the terms, conditions and limitations of any applicable Memorandum of Understanding and the benefit program itself.

Management positions are REGULAR FULL-TIME employees.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of GCSD's other benefit programs.

CASUAL employees are those who have established an employment relationship with GCSD but who are assigned to work on an intermittent and/or unpredictable basis. While they receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of GCSD's other benefit programs. Volunteer Firefighters are considered by GCSD to be CASUAL employees.

ACTING appointments apply to employees who have been assigned, by written approval of the General Manager or Board of Directors (if the appointment is for the General Manager) the job duties of a higher

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

level job classification for thirty (30) consecutive days or longer. Acting appointments shall be compensated for the higher job classification until such time that they are reassigned the job duties of their prior classification.

EMERGENCY appointments are used in the case of emergencies involving danger to life or property or to protect the District's interests. In cases of emergency, the General Manager or the Board of Directors (if the appointment is for the General Manager) may appoint any person available to alleviate the danger. Emergency appointments shall be terminated as soon as the danger is alleviated. While they receive all legally mandated benefits (such as workers' compensation insurance and Social Security), Emergency appointments are ineligible for all of GCSD's other benefit programs.

202 Access to Personnel Files

Effective Date: 12/27/2004

Revision Date:

GCSD maintains personnel files on each employee. Separate files are maintained for personnel records, workmen's compensation records, and medical records. The personnel records may include such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of GCSD, and access to the information they contain is restricted. Generally, only supervisors and management personnel of GCSD who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own files should contact Personnel Services. With reasonable advance notice, employees may review their own personnel files in GCSD's offices and in the presence of an individual appointed by GCSD to maintain the files.

203 Employment Reference Checks

Effective Date: 12/27/2004

Revision Date: 9/10/2007

To ensure that individuals who join GCSD are well qualified and have a strong potential to be productive and successful, it is the policy of GCSD to check the employment references of all applicants. In addition, the District may conduct a background check on the potential employee, including but not limited to criminal and court records, professional or trade licenses, degrees, professional association memberships, and credit files.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

Personnel Services will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, and position(s) held. No other employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

204 Personnel Data Changes

Effective Date: 12/27/2004

Revision Date:

It is the responsibility of each employee to promptly notify GCSD of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, changes in status of professional licenses or licenses required or being compensated for under the employee's job classification, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify Personnel Services.

205 Introductory Period

Effective Date: 12/27/2004

Revision Date: 9/10/2007

The introductory period (previously known as a "probationary" period) is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. GCSD uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or GCSD may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 180 calendar days after their date of hire. Employees who are promoted or transferred within GCSD must complete a secondary introductory period of the same length with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If GCSD determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period. To extend the introductory period, the employee's supervisor and department head must complete a performance evaluation, which, after discussion with the employee, shall be approved by the General Manager.

In cases of promotions or transfers within GCSD, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and GCSD's needs. If the employee's former position is no longer available, the employee may be subject to termination.

Upon satisfactory completion of the initial introductory period, employees enter the "regular" full-time employment classification.

During the introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Public Employees Retirement System (PERS). They may also be eligible for other GCSD-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Employment status is not changed during the secondary introductory period that results from a promotion or transfer within GCSD.

206 Employment Applications

Effective Date: 9/16/2004

Revision Date:

GCSD relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

207 Performance Evaluation

Effective Date: 11/12/2004

Revision Date: 9/10/2007

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations may be conducted at the end of an employee's initial period in any new position. This period, known as the introductory, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance evaluations are conducted on an as needed basis to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

The performance of all employees is generally evaluated according to an ongoing 12-month cycle, beginning approximately two months prior to the fiscal-year end.

Merit-based pay adjustments are awarded by GCSD in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance evaluation process. Annual pay adjustments are made at the beginning of the fiscal year (first pay period in July) following the performance evaluation.

208 Job Descriptions

Effective Date: 11/12/2004

Revision Date:

GCSD makes every effort to create and maintain accurate job descriptions for all positions within the District. Each description includes a job information section, a job summary section (giving a general overview of the job's purpose), an essential duties and responsibilities section, a supervisory responsibilities section, a qualifications section (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required), a physical demands section, and a work environment section.

GCSD maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

Personnel Services, the General Manager, and Department Heads prepare job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done.

Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Contact Personnel Services, the General Manager, or the Department Head if you have any questions or concerns about your job description.

209 Salary Administration

Effective Date: 11/12/2004

Revision Date: 9/10/2007

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

The salary administration program at GCSD was created to achieve consistent pay practices, comply with federal and state laws, mirror the District's commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Because recruiting and retaining talented employees is critical to our success, GCSD is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations in the area.

Compensation for every position is determined by several factors, including job analysis and evaluation, the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. GCSD periodically reviews its salary administration program and restructures it as necessary. Merit-based pay adjustments may be awarded in conjunction with superior employee performance documented by the performance evaluation process. Exceptional Service Awards may be awarded from time to time by the GCSD Board of Directors, upon recommendation by the General Manager, for exemplary service by the employee for that employee's individual contributions to the District.

Employees should bring their pay-related questions or concerns to the attention of their immediate supervisors, who are responsible for the fair administration of departmental pay practices. The General Manager and Personnel Services are also available to answer specific questions about the salary administration program.

210 Promotions

Effective Date: 12/27/2004

Revision Date: 9/10/2007

Promotions occur when an employee is moved from one job classification to another job classification with a higher maximum wage range. Promotions shall be based upon merit and judgment of job qualifications, not merely upon seniority.

Within an approved sequence of similar job classifications with objective criteria for each class, as established by the Board of Directors in a list of authorized positions, Department heads may recommend an employee for promotion without advertising the position to non-District applicants.

Promotions shall be approved by the General Manager. A promoted employee shall serve a new introductory period of 180 days for the higher job classification. Promoted employees rejected during a probationary period may be reinstated to their prior position, if the position is still available, unless they are dismissed for cause. If the employee's former position is not available, the employee may be subject to termination.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

SECTION 3 EMPLOYEE BENEFIT PROGRAM

301 Employee Benefits

Effective Date: 11/12/2004

Revision Date:

Eligible employees at GCSD are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Auto Mileage
- Bereavement Leave
- Deferred Compensation Plan
- Dental Insurance
- Drug or Alcohol Rehabilitation Program
- Family Leave
- Health Insurance
- Holidays
- Jury Duty Leave
- Licensure Assistance
- Life Insurance
- Long-Term Disability
- Major Medical Insurance
- Membership Dues
- Pension Plan
- Sick Leave Benefits
- Supplemental Life Insurance
- Supplemental Medical Coverage
- Travel Allowances
- Uniform and Uniform Maintenance
- Vacation Benefits
- Vision Care Insurance

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

Some benefit programs require contributions from the employee, but most are fully paid by GCSD.

302 Vacation Benefits

Effective Date: 2/02/2005

Revision Date: 11/4/2013

Revision Date: 10/19/2016

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- Regular full-time employees
- Introductory employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedules:

Employees accrue vacation at the following rate:

- Upon initial eligibility the employee is entitled to 10 vacation days each year, accrued biweekly at the rate of 0.385 days per pay period.
- After 5 years of eligible service the employee is entitled to 15 vacation days each year, accrued biweekly at the rate of 0.577 days per pay period.
- After 10 years of eligible years of eligible service the employee is entitled to 20 vacation days each year, accrued biweekly at the rate of 0.769 days per pay period.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. However, before vacation time can be used, a waiting period of 180 calendar days must be completed. After that time, employees can request use of earned vacation time, including that accrued during the waiting period.

Paid vacation time can be used in minimum increments of one hour. To take vacation, employees must request at least 1 week advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Unless workload and designated responsibilities permit, only 1 person shall be permitted from any group to use his/her vacation credit at any particular time. Unless workload and designated responsibilities permit, Monday and/or Friday

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

vacation leave may not be granted. Seniority will be used to resolve conflicting vacation leave requests, unless special circumstances exist.

An employee may not use sick leave in lieu of vacation leave. Holidays falling within an employee's authorized vacation leave will not be charged as vacation credit.

Vacation time off is paid at the employee's base pay rate, and if applicable, plus special duties pay, at the time of vacation. It does not include overtime or any other special forms of compensation.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. However, employees are subject to a maximum vacation accrual cap of 240 hours. An employee who reaches the maximum cap will stop accruing vacation until the employee uses vacation and falls below the cap.

In the event that an employee is off work due to a workers comp injury or disability, either short-term or long-term, FMLA leave or some other leave approved by the District, the District will coordinate the benefits of such leave with other benefits covered in this Handbook, such as accumulated vacation time, at the employee's request.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

303 Holidays

Effective Date: 3/11/2005

Revision Date: 9/10/2007

Revision Date: 10/19/2016

GCSD will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans Day (November 11)
- Thanksgiving (fourth Thursday in November)

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

GCSD will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- Regular full-time employees
- Introductory (probationary) employees

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In some cases, the General Manager may elect to modify this policy.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate (double time) for the hours worked on the holiday, unless otherwise stipulated by union contract.

Paid time off for holidays will not be counted as hours worked for the purposes of determining whether overtime pay is owed.

Safety employees receive six 24-hour floating holidays or a total of 144 hours. During the second pay period in January of any calendar year, any Safety employee may cash out up to half (1/2) of his/her unused holiday hours at a rate of one-and-one-half (1 ½) times their wage, excluding any education incentive pay. A total of 72 hours may be carried over to the next calendar year up to a maximum of 216 hours. Such holiday pay will be paid by a check separate from the regular paycheck.

304 Workers' Compensation Insurance

Effective Date: 02/02/2005

Revision Date:

GCSD provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses shall inform their supervisor immediately. No

Adopted: April 13, 2005
 Revised: November 4, 2013
 Revised: October 19, 2016

matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither GCSD nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by GCSD.

In the event that an employee is off work due to a workers compensation injury or disability, either short term or long term, FMLA leave or some other leave approved by the District, the District will coordinate the benefits of such leave from benefits covered in this Handbook, at the employee's request.

305 Sick Leave Benefits

Effective Date: 12/27/2004

Revision Date: 11/4/2013

GCSD provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

Regular full-time employees

Introductory employees

Eligible employees will accrue sick leave benefits at the rate of 3.69 hours per pay period. Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Paid sick leave can be used in minimum increments of one hour. An eligible employee may use sick leave benefits for an absence due to his or her own illness or injury, or that of a child, parent, or spouse of the employee.

All employees must notify their immediate supervisor or the General Manager of their need for sick leave time within one-half (1/2) hour of the normal time for reporting to work. A sick or disabled employee is expected to call personally, if reasonably possible, or have another person make the proper notification. A reason for not making personal notification shall be given immediately upon return to work. Unless physically incapacitated, failure to provide notice shall result in that day of absence being treated as a leave of absence without pay.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

Sick leave benefits will be calculated based on the employee's base pay rate plus special duties adjustment at the time of absence and will not include any other special forms of compensation, such as Exceptional Services Awards.

As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or GCSD-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

An employee may be required to provide proper medical certification for an absence, including an estimated return to work date and/or medical release to return to full duty. For sick leave absences that exceed five (5) consecutive days, a doctors' note must be provided in order to be able to use sick leave time. For any medical leave lasting longer than a week, medical certification may be required on a weekly basis.

Sick leave benefits may accrue to a maximum cap of 300 hours. Once an employee reaches the 300 hour cap, sick leave stops accruing. For existing employees who have more than 300 hours of accrued sick leave at the time this MOU is ratified, the District shall pay out the amount of accrued sick leave above 300 hours in up to 10 hour increments per pay period, until the employee's balance is reduced to 300 hours.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed (except as provided above). Upon termination of employment, the employee will be paid for one half of the accrued sick leave. Upon an employee's retirement, unused sick leave can be converted into days to report to CalPERS for the purposes of enhancing the retirement benefit, per CalPERS then-current rules and regulations.

306 Time Off to Vote

Effective Date: 12/27/2004
Revision Date: 9/10/2007

GCSD encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, GCSD will grant up to 1 hours of paid time

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

off to vote.

Employees shall request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

307 Bereavement Leave

Effective Date: 03/11/2005

Revision Date:

Employees who wish to take time off due to the death of an immediate family member shall notify their supervisor immediately.

Up to 2 days of paid bereavement leave will be provided to eligible employees in the following classification(s):

- Regular full-time employees
- Introductory employees

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

GCSD defines "immediate family" as the employee's spouse, domestic partner, parent, child, sibling; the employee's spouse's (or domestic partner's) parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

308 Jury Duty

Effective Date: 9/16/2004

Revision Date:

GCSD encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to two weeks of paid jury duty leave over any one year period.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees
- Introductory employees

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either GCSD or the employee may request an excuse from jury duty if, in GCSD's judgment, the employee's absence would create serious operational difficulties.

GCSD will continue to provide health insurance benefits for the full term of the jury duty absence.

Vacation, sick leave, and holiday benefits will continue to accrue during unpaid jury duty leave.

309 Witness Duty

Effective Date: 12/27/2004

Revision Date:

GCSD encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by GCSD, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than GCSD. Employees are free to use any available paid leave benefit (such as vacation leave) to receive compensation for the period of this absence.

The subpoena shall be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

310 Benefits Continuation (COBRA)

Effective Date: 9/16/2004

Revision Date:

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under GCSD's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at GCSD's group rates plus an administration fee. GCSD provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under GCSD's health insurance plan. The notice contains important information about the employee's rights and obligations.

311 Health Insurance

Effective Date: 3/11/2005

Revision Date: 11/4/2013

Revision Date: 10/19/2016

The District provides medical insurance to eligible employees as follows:

The District pays 100% of the premium, including for dependent coverage, related to the District pays 100% of the premium, including for dependent coverage, related to the Blue Shield 80/20 Plan.

Employees in the following employment classifications are eligible to participate in the medical insurance plan:

- Regular full-time employees
- Introductory employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between GCSD and the insurance carrier.

For the purposes of this policy, dependents are defined as spouse, domestic partner, and unmarried children living at home under the age of 19, or unmarried children up to the age of 23, dependents may remain on the District's health insurance plan after the age of 23 until up to the age of 26 at the expense of

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

the employee. Heterosexual domestic partners must file a notarized domestic partner affidavit to qualify for health benefits.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) Policy for more information.

An employee will continue to receive health benefits for up to 6 months while on unpaid leave status.

Details of the health insurance plan can be obtained from Personnel Services.

312 Life Insurance

Effective Date: 11/12/2004

Revision Date: 9/10/2007

Life insurance offers you and your family important financial protection. GCSD provides a basic life insurance plan for eligible employees into which each employee is enrolled.

Employees in the following employment classifications are eligible to participate in the life insurance plan:

- Regular full-time employees
- Introductory employees

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between GCSD and the insurance carrier. Supplemental life insurance may be denied to the requesting employee by the life insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact Personnel Services for more information about life insurance benefits.

313 Long-Term Disability

Effective Date: 9/16/2004

Revision Date:

GCSD provides a long-term disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

Employees in the following employment classifications are eligible to participate in the LTD plan:

- * Regular full-time employees
- * Introductory employees

Eligible employees may participate in the LTD plan subject to all terms and conditions of the agreement between GCSD and the insurance carrier.

Details of the LTD benefits plan including benefit amounts, and limitations and restrictions are described in the Summary Plan Description provided to eligible employees. Contact Personnel Services for more information about LTD benefits.

314 Parental Leave for School Visits

Effective Date: 11/12/2004

Revision Date: 9/10/2007

GCSD recognizes the value of parental involvement in children's education. For this reason, GCSD provides employees who are parents, guardians, or custodians of children in licensed day care facilities or kindergarten through grade 12 unpaid time off for the purpose of school visits. Parental leave for school visits allows employees to participate in activities sponsored, approved, or supervised by the school or daycare such as parent/teacher conferences or field trips.

Employees may request up to 40 hours of parental leave for school visits within any calendar year, not to exceed 8 hours in any calendar month. There is no set limit to the number of unpaid hours an eligible employee can take off work for required school conferences involving the possible suspension or expulsion of a child from school. Any available paid leave, except sick leave, may be substituted for unpaid leave for school visits. Employees must provide their immediate supervisors reasonable advance notice of the need for parental leave for school visits. Upon return from the leave, employees must provide documentation to their department head from the school verifying the date and time of the visit. Contact Personnel Services or department head for more information or questions about and requests for parental leave for school visits.

315 Deferred Compensation Program

Effective Date: 12/27/2004

Revision Date: 9/10/2007

GCSD has established a 457(b) deferred compensation savings plans to provide employees the potential

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

for future financial security for retirement.

To be eligible to join one of the 457(b) savings plans, employee must be a regular or introductory classification. Eligible employees may participate in the 457(b) plan subject to all terms and conditions of the plan.

The 457(b) savings plans allow you to elect how much salary you want to contribute and direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs.

Because your contribution to a 457(b) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 457(b) distributions.

Complete details of the 457(b) savings plans are described in the Summary Plan Description provided to eligible employees. Contact Personnel Services for more information about the 457(b) plans.

316 Compensatory Time Off

Effective Date: 11/12/2004

Revision Date: 9/10/2007

In lieu of overtime compensation, an employee may request compensatory time-off which must be approved in writing by supervisory personnel. Compensatory time-off shall be earned at the rate of 1 1/2 times all hours worked in excess of forty (40) in the designated workweek,

Non-safety employees can earn up to a maximum of eighty (80) hours. If an employee reaches the "cap" of eighty (80) hours, then his/her compensatory time is automatically paid down to forty (40) hours, unless otherwise authorized by the General Manager.

For non-safety employees, all compensatory time not used by the end of the fiscal year will be cashed out and added to the employee's paycheck in the last payroll period ending in June.

Safety employees can earn up to a maximum of eighty-four (84) hours. If a safety employee exceeds the "cap" of eighty-four (84) hours, then his/her compensatory time is automatically paid down to twenty-four (24) hours, unless otherwise authorized by the General Manager.

For safety employees, all compensatory time in excess of twenty-four (24) hours at the end of the fiscal year will be cashed out and added to the employee's paycheck in the last payroll period ending in June.

All compensatory time not used prior to the end of the fiscal year will be cashed out and added to the

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

employee's paycheck in the last payroll period ending in June.

317 On-Call Pay

Effective Date: 9/17/2004

Revision Date: 9/10/2007

Revision Date: 10/19/2016

To be eligible for on-call duty in Collections & Distributions, an employee must live and be able to respond within thirty (30) minutes of the District Headquarters. To be eligible for on-call duty in Treatment Operations, an employee must live and be able to respond within one (1) hour of District Headquarters.

An employee who is on call shall receive a per diem of forty dollars (\$40), with a minimum of two (2) hour call out in addition to the actual time worked in excess of the two (2) hours.

If an employee is called out again during the minimum two (2) hour call out period referenced above, the employee will not receive any additional compensation, unless the actual time worked exceeds the minimum two (2) hours.

The duties of on-call duty operators are covered in Section 514, on-Call Duty.

318 Employee Uniform & Clothing Allowance

Effective Date: 11/12/2004

Revision Date: 9/10/2007

The nature of GCSD's business requires special clothing and/or uniforms, as well as clothing designed to provide safety. GCSD provides an allowance to employees for the clothing required by each department, as follows.

Operations & Maintenance Department

Uniforms: The District shall use a laundry service to provide a uniform of shirts, pants, and coveralls.

Work Boots: The District shall reimburse O&M Department employees two hundred dollars (\$200) at the beginning of each fiscal year for the purchase of safety work boots. No receipts will be required to verify

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

actual purchase of work boots. However, O&M Department employees are expect to wear safety boots at all time during work hours.

319 Employee Retirement Medical Benefit

Effective Date: 1/25/2005
Revision Date: 11/4/2013
Revision Date: 10/19/2016

Employees hired on or after July 1, 2016 shall not receive retirement medical benefits. For existing employees, the vesting schedule related to Employee Retirement Medical Benefits is dependent on the number of continuous years of service to the District as of July 1, 2013, and shall be as follows:

<u>Length of Employment as of July 1, 2013</u>	<u>Vesting Time</u>
0 to 5 years	20 years
6 to 8 years	15 years
8+ years	10 years

They are eligible for this benefit if, after vesting in the plan, they have retired from the District and immediately applied for pension benefits under the California Public Employees' Retirement System (CalPERS). Vested employees who terminate their employment with the District and who either work for another CalPERS employer or who are not of CalPERS retirement age, lose their vested interest in the GCSD Retirement Medical Plan.

Retired employees receive the same medical insurance benefit as regular full-time employees, which may change from time-to-time. Employees shall have the same medical benefit status (i.e., single or family) in retirement as they had at the time of retirement. The HSA benefit (if applicable) stays active for a qualifying employee until the employee reaches the age of 65, after which, the employee and spouse (if married at the time of retirement) shall receive the Medicare Supplement insurance coverage (Blue Cross Prudent Buyer Plan F plus Rx Plan D or equivalent). If a retired employee has family medical benefits at the time of retirement and that employee dies with a surviving spouse, then the spouse shall continue to receive medical

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

benefits, but at the reduced single benefit level. Retired employees over age 65, who are eligible for District paid coverage, are enrolled in a Medicare Supplement Blue Cross Classic Plan F and Rx Plan D.

A retired employee who is taking advantage of retirement medical programs shall contact the District within 90 days of a change of status from family to single. Failure to notify the District within 90 days of this change in status may subject the employee to a loss of all retirement benefits.

320 Retirement--Social Security & Medicare

Effective Date: 09/20/2004

Revision Date:

All District employees contribute to Federal Social Security and Medicare at an annual set rate and maximum wage limit (no wage limit on Medicare deduction). Employer contributes for each employee according to same annual set rate.

321 Retirement Income Benefits (PERS)

Effective Date: 12/27/2004

Revision Date: 11/4/13

All Regular District employees are covered by the California Public Employees' Retirement System (CalPERS). Bargaining unit members ("classic" members under the CalPERS system) have historically paid 3% of the employee contribution. Effective upon ratification of this agreement, the contribution of bargaining unit members shall increase by an additional 2.5%, for a total employee contribution of 5.5% of salary. Effective July 1, 2014, the contribution of bargaining unit members shall increase by an additional 2.5%, for a total employee contribution of 8% of salary. Effective July 1, 2015, the contribution of bargaining unit members shall increase by an additional 2.5%, for a total employee contribution of 10.5% of salary.

Employees hired on or after January 1, 2013 ("new" members under the CalPERS system) shall be enrolled in the statutory retirement formula and shall contribute the statutory employee contribution set forth by the Government Code.

Employee contributions are deducted prior to deferral and state withholding, which lowers taxable income (tax deferred income). PERS is supplemented by FEDERAL SOCIAL SECURITY and MEDICARE coverage, with these costs split between employer and employee (50% each).

Effective July 1, 2013, employees shall receive a retroactive cost of living allowance based on the prior

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

fiscal year (July 1-June 30) average. (Source-Western Region CPI Size Class B/C.) Effective July 1, 2014, and July 1, 2015, employees shall similarly receive a cost of living allowance based on the respective prior fiscal years.

322 Long-Term Care (PERS)

Effective Date: 11/12/2004

Revision Date:

GCSD offers three basic employee-paid Long-Term Care plan options: PERS Comprehensive Plan, PERS Nursing Home/Assisted-Living Facility Care, and PERS Partnership Plan. A summary of each plan is as follows:

PERS Comprehensive Plan: Includes provision for care at home, in assisted-living facilities, in an adult day-care center or nursing home. The plan provides up to \$120 per day for nursing home care and \$1,800 per month for home care; there is a one-time, 90-day deductible. Optional inflation protection is available.

PERS Nursing Home/Assisted-Living Facility Care Only Plan: This is a more affordable plan option, providing protection from the catastrophic cost of nursing home stays and assisted living facilities. This plan provides up to \$120 per day for nursing home care, \$60 per day for assisted-living facility care, with a one-time 90-day deductible. Optional inflation protection is available.

PERS Partnership Plan: This offers moderate-income members special protection from MediCal "spend-down" rules. The plan provides up to \$100 per day for nursing home care and \$1,500 per month for home care, with a one-time 30-day deductible and built-in inflation protection.

The cost of these plans may be paid from the employee's Health Savings Account.

323 Unforeseen Emergency Withdrawals from 457 Plan

Effective Date: 12/27/2004

Revision Date:

Over the years that the District has offered the deferred compensation program, we have received very few requests for emergency withdrawals from the deferred compensation 457(b) plan (the "457 Plan"). However, we thought it might be a good idea to remind employees that the 457 Plan is a savings vehicle for retirement. It is not easy to withdraw funds from the plan unless there is an unforeseen emergency as defined by the Internal Revenue Service (IRS) and the 457 Plan document.

The District's 457 Plan receives tax-deferred treatment from the IRS because the funds are meant to be used for retirement only. Thus, the funds are not readily available for withdrawal prior to retirement or

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

leaving the District. Employees should be aware that the plan can make these distributions only upon the occurrence of a genuine unforeseeable emergency causing a severe financial hardship to the participant that cannot be relieved by any other means available to the participant.

If the District does not comply with the strict definition of a severe financial hardship, as defined in Section 457 of the IRS Code, the entire plan could be deemed an ineligible plan. In that event, all plan participants could be taxed immediately.

As a general rule, if the hardship can be relieved by stopping deferrals into the plan, insurance reimbursement, cash in savings accounts, cash value of life insurance, loans from a financial institution, liquidation of other assets, or any other means available to the participant, a distribution will not be allowed. Except in extraordinary circumstances, the following are examples of situations that are not considered eligible for distribution from the plan:

- Divorce or payment of child support
- Purchase of real-estate
- Payment of college tuition
- Unpaid rent or mortgage payments (except in the event of imminent foreclosure or eviction)
- Personal bankruptcy (except when resulting beyond the participant's control)
- Payment of income taxes, interest or penalties

As part of the evaluation, employees requesting an emergency distribution shall be asked to furnish documentation that demonstrates that only a monetary withdrawal from the plan will alleviate the hardship. The guidelines and request forms can be obtained from the Human Resources Department. The District recognizes that emergencies do occur and wishes to help alleviate a critical need as rapidly as possible. However, IRS guidelines must be followed when evaluating the need for an emergency withdrawal. Each situation will be carefully reviewed for compliance with the IRS Code to protect the tax-deferred status of the assets of all participants in the 457 Plan.

324 Service Referrals for Employees

Effective Date: 11/15/2004

Revision Date:

Sometimes employees require health-related services that are outside the scope of benefits provided by the District. The following services are available to employees, should the need arise:

Where to learn more about adoption or foster care:

National Adoption Center:

(800) 862-3678

Where to get help with Alcohol or Drug Abuse for yourself or someone you love:

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

Alcoholics Anonymous (24-hour)	(209) 533-1134
Alcohol & Drug Abuse Program	(209) 533-5775
Alcohol & Drug Service for Tuolumne County	(209) 533-3553
Tuolumne County Tobacco Control Program	(209) 533-7400
Sonora Alano Club	(209) 532-9838

Where to get help if you or a child you know has experienced violence or abuse:

National Domestic Violence Hotline	(800) 787-3224
Childhelp USA Child Abuse Hotline	(800) 4A-CHILD
Child Abuse	(800) CHILDREN
Child Protective Services for Tuolumne County	(209) 533-5717
-after hours & weekends	(209) 533-4357
Mountain Women's Resource Center	(209) 533-3401

Where to get help finding Child Care:

CA Department of Education-Child Development Division	(800) KIDS-793
Infant/Child Enrichment Services	(209) 533-0377

Where to get help finding Programs for Children with Special Needs and Disabilities:

Schwab Foundation for Learning	(800) 230-0988
State Department of Education	(800) 926-0648
Family Resource Network	(209) 472-3674

Where to find Counseling Services:

Kings View--Tuolumne County Behavioral Health and Recovery Services	(209) 588-9528
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Where to find local Reading Programs:

Born to Read-Tuolumne County Library	(209) 533-5507
Zoo-Phonics	(209) 962-5030

Where to find local Food Assistance Programs:

Women, Infants and Children (WIC)	(800) 781-4949
Emergency Food Assistance Program	(209) 984-3960
Food Closet	(209) 586-3234

Where to find local Parent Education and Support Services:

Parents Stress Hotline	(800) 632-8188
Infant/Child Enrichment Services	(209) 533-0377

Adopted: April 13, 2005
 Revised: November 4, 2013
 Revised: October 19, 2016

326 Wage Adjustments

Effective Date: 1/06/2005

Revision Date: 9/10/2007

Wage adjustments are provided to employees during the course of the year, depending on circumstances. The District's Classification and Compensation Plan outlines how an employee may become eligible for annual pay increases based on performance..

Employees may achieve goals that elevate them from one wage range to the next. At the time of this advancement, which can take place at any time during the year, the employee shall be elevated to the Introductory level of the new wage range, as prescribed in the Classification and Compensation Plan.

327 Certification Assistance

Effective Date: 9/10/2007

Revision Date: 10/19/2016

GCSD recognizes that the skills and knowledge of its employee are critical to the success of the District. For this reason, the District encourages employees to seek certifications that are required for their jobs and for subsequent promotions. The District will purchase study materials and may provide study programs to assist employees with passing certification exams.

The District will also pay the fees associated with certification exams. However, if an employee takes and fails a particular exam twice, the District will not pay for any further certification exams. Once the employee takes and passes the certification exam at their own expense the District will reimburse the employee for the cost of the exam. Certification applications must be approved in advance by the General Manager. If an employee voluntarily leaves employment with the District prior to completing 12 months of service after achieving certification or passing of a certification exam, the costs of certification assistance will be due and owing to the District within 30 days of the employee's separation. As a condition of receiving reimbursement of

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

exam costs by the District, employees shall first enter into an agreement consistent with this provision.

SECTION 4 TIME KEEPING AND PAYROLL

401 Timekeeping

Effective Date: 12/27/2004

Revision Date: 9/10/2007

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require GCSD to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Accurate allocation of time among tasks and between departments by both exempt and nonexempt employees is important so that accurate budgeting and tracking of time and resources can be monitored by GCSD management.

Nonexempt employees shall accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the employee's supervisor before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Nonexempt employees shall report to work no more than 30 minutes prior to their scheduled starting time nor stay more than 30 minutes after their scheduled stop time without expressed, prior authorization from their supervisor.

It is the employees' responsibility to sign their time records to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

402 Paydays

Effective Date: 9/16/2004

Revision Date:

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

All employees are paid biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to GCSD. Employees will receive an itemized statement of wages when GCSD makes direct deposits.

403 Employment Termination

Effective Date: 12/27/2004

Revision Date: 7/5/2012

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- **Resignation:** voluntary employment termination initiated by an employee.
- **Discharge:** involuntary employment termination initiated by the District.
- **Layoff:** involuntary employment termination initiated by the organization for non-disciplinary reasons.
- **Retirement:** voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Under some circumstances, the District may need to restructure or reduce its workforce. If it becomes necessary to restructure operations or reduce the number of employees, advance notice will be provided, if possible, so as to minimize the impact on those affected. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff.

In determining which employees will be subject to layoff, the District will take into account business operational needs and requirements, the skill, productivity, ability and past performance of those involved.

GCSD will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to GCSD (e.g., credit card balances, loans, advances, etc.), and return of GCSD-

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

owned property. Suggestions, complaints, and questions can also be voiced. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

404 Pay Advances

Effective Date: 9/16/2004

Revision Date:

In the event of a personal emergency, employees may submit a written request for a pay advance to their supervisor or manager, indicating the nature of the emergency involved. The supervisor or manager will evaluate the request and determine whether a pay advance can be granted.

405 Administrative Pay Corrections

Effective Date: 9/16/2004

Revision Date:

GCSD takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Personnel Services so that corrections can be made as quickly as possible.

406 Pay Deductions and Setoffs

Effective Date: 9/16/2004

Revision Date:

The law requires that GCSD make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. GCSD also must deduct for Public Employees' Retirement System (PERS) on each employee's earnings up to a specified limit, as specified by PERS. GCSD matches a portion of the amount of PERS deductions paid by each employee.

GCSD offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by GCSD, usually to help pay off a debt or obligation to GCSD or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, Personnel Services can assist in having your questions answered.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

SECTION 5 WORK CONDITIONS AND HOURS

501 Safety

Effective Date: 12/27/2004

Revision Date:

To assist in providing a safe and healthful work environment for employees, customers, and visitors, GCSD has established a workplace safety program, which is articulated in the District's Injury & Illness Prevention Policy (IIPP). This program is a top priority for GCSD. The Safety Manager has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

GCSD provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards. A labor-management safety committee, composed of representatives from throughout the District, has been established to help monitor GCSD's safety program and to facilitate effective communication between employees and management about workplace safety and health issues.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of the Safety Manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees may be subject to disciplinary action, up to and including termination of employment for the following:

- Violation of safety standards
- Causing hazardous or dangerous situations
- Failing to report or, where appropriate, remedying such situations,

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees shall immediately notify the Safety Manager or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

502 Work Schedules

Effective Date: 12/03/2004

Revision Date: 9/10/2007

GCSD departments work on various schedules to best meet the needs of the work force and the public. The normal work schedules for various departments are as follows:

- Administration, Finance, and Executive Office employees: 8 hours a day, 5 days a week, from 8:00 am to 4:30 pm, with a 30-minute lunch break
- All employees will be allowed a fifteen- (15-) minute break in the morning and in the afternoon.
- Operations & Maintenance employees: 8 hours a day, 5 days a week, with a rotating schedule to cover weekends for Operations, as well as a rotating on-call requirement to cover emergencies. Normal work hours are from 7:00 am to 3:30 pm, with a 30-minute lunch break

Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands, such as emergencies, may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Upon the General Manager's approval, a department head may implement a schedule of ten (10) hours per day, four (4) days per week on a temporary basis.

503 Smoking

Effective Date: 12/27/2004

Revision Date: 9/10/2007

In keeping with GCSD's intent to provide a safe and healthful work environment, smoking is prohibited within indoor working areas and in District vehicles. Employees may smoke as long as they are at least 25 feet away from buildings.

This policy applies equally to all employees, directors, customers, and visitors.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

504 Meal Periods

Effective Date: 9/17/2004

Revision Date:

All employees are provided with one meal period of 30 minutes in length each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

505 Overtime

Effective Date: 12/03/2004

Revision Date:

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all non-exempt employees in accordance with applicable law. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

506 Use of Equipment and Vehicles

Effective Date: 12/27/2004

Revision Date: 9/10/2007

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using District property and vehicles, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employee shall notify the supervisor if any equipment, machines, tools, or vehicles appear to be

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

507 Emergency Closings

Effective Date: 9/17/2004

Revision Date:

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Employees may request available paid leave time such as unused vacation benefits.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

508 Business Travel Expenses

Effective Date: 12/27/2004

Revision Date: 9/10/2007

GCSD will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the General Manager.

By the end of the month during which the travel occurred, the employee must complete and have authorized by his/her supervisor and the General Manager a District Expense Form. Each Expense Form must have attached to it all receipts to back up the requested expense reimbursement.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by GCSD. Employees are expected to limit expenses to reasonable amounts.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Where feasible, employees are encouraged to use District vehicles for business travel. Vehicles owned, leased, or rented by GCSD shall not be used for personal use without prior approval from the General Manager or department head.

Cash advances will only be given in extraordinary circumstances and only with the prior authorization of the General Manager. Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees shall submit a written request to the General Manager on a District Expense Form when travel advances are needed; this form must be signed by the General Manager prior to the employee receiving the cash advance. Upon returning from travel, the employee is expected to complete the expense report, with attached receipts, and have it approved by his/her supervisor and the General Manager. Any unused money provided with the advance must be returned to the District at the time that the employee submits his/her expense report. Completed expense reports must be submitted within 15 days of return.

With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Generally, employees are also permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, GCSD vehicle use guidelines, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

509 Computer and Email Usage

Effective Date: 12/27/2004

Revision Date: 9/10/2007

Computers, computer files, the email system and software furnished to employees are GCSD property and shall only be used for conducting the business of GCSD. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

To insure that the District has access to each employee's computer, each time an employee changes his/her computer password, he/she must report the new password to Personnel Services.

GCSO strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, GCSO prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

GCSO purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, GCSO or its employees do not have the right to reproduce such software for use on more than one computer or any other computer not licensed or owned by GCSO.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. GCSO prohibits the illegal duplication of software and its related documentation. To avoid the introduction of computer viruses into the District's computer systems, employees may not download unauthorized software or other digital data. Under no circumstance may an employee install personal or unlicensed software on any GCSO system or computer.

Employees should notify their immediate supervisor, the General Manager or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

510 Internet and Digital Network Usage

Effective Date: 12/27/2004

Revision Date:

Access to global electronic information resources on the Internet, including the World Wide Web, is provided by GCSO to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits during the employee's break or lunch time. Personal use of the Internet is not permitted during work time and at no time will employees be allowed to use a GCSO computer to conduct personal business on the Internet or through any other network or communications computer connection.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of GCSO and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet or remote connection remain at all times the property of GCSO. As such, GCSO reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet or other telecommunications connections must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law. Unsolicited information or data found on GCSO computer or telecommunications equipment shall be immediately reported to GCSO management.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by GCSO in violation of law or GCSO policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Sending, receiving, or posting confidential material, trade secrets, or proprietary information outside of the organization without written consent authorizing such disclosures
- Violating copyright law
- Failing to observe licensing agreements
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization

- Engaging in any other illegal activities

511 Workplace Monitoring

Effective Date: 9/17/2004

Revision Date:

Workplace monitoring may be conducted by GCSD to ensure quality control, employee safety, security, and customer satisfaction.

Computers furnished to employees are the property of GCSD. As such, computer usage and files may be monitored or accessed.

Because GCSD is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

512 Workplace Violence Prevention

Effective Date: 12/27/2004

Revision Date:

GCSD is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, GCSD has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, shall be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on the premises of GCSD without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, shall be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

All suspicious individuals or activities shall also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

GCSD will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, GCSD may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

GCSD policy encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the General Manager before the situation escalates into potential violence. GCSD management desires to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

513 Cell Phone Usage

Effective Date: 12/27/2004

Revision Date:

GCSD provides cellular telephones to some employees as a business tool. They are provided to assist employees in communicating with management and other employees, District customers, vendors, and others with whom they may conduct business. Cell phone use is primarily intended for business-related calls. However, occasional, brief personal use is permitted within a reasonable limit. Cell phone invoices may be regularly monitored.

As a representative of GCSD, cell phone users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a cell phone.

For safety reasons, employees should avoid using cell phones while driving. If a cell phone call must be made while driving a car, the employee should pull off the road in a safe location to make the call.

Use of cell phones equipped with data network connectivity, such as Internet services or storage and transmission of graphic material, such as photographs, or capable of being programmed through software are subject to the policies contained in Section 510, Internet and Digital Network Usage, of this Handbook.

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

514 On-Call Duty

Effective Date:

Revision Date: 9/10/2007

The purpose of on-call duty is to ensure that the District can respond to any emergency. At least one Maintenance employee and one Operations employee will be available twenty-four (24) hours a day by pager, cell phone, telephone, and/or radio as an on-call duty operator.

At all times while on call, the on-call duty operator must have a District pager and/or cell phone in his/her possession and must keep a District vehicle at his/her residence. With the exception of any emergency situation where time is of the essence, the on-call duty operator must respond to all calls and be on site at the incident within thirty (30) minutes for Collections and Distribution Operators and one (1) hour for Treatment Operators of dispatch, the failure of which shall deem the employee ineligible for on-call duty.

An employee on medical leave shall be ineligible for on-call duty. On-call operators are expected to arrive to a call out in the same physical and mental conditions that are required for normal work duty.

On-call duty shall last for seven (7) consecutive days, beginning on Tuesday at 0700 hours through the following Tuesday at 0700 hours. However, if the Tuesday is a holiday, the previous on-call duty operator's on-call time shall be extended through that holiday.

Compensation for on-call duty is covered in Section 320, On-Call Pay

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

SECTION 6 LEAVES OF ABSENCE

601 Medical Leave

Effective Date: 9/17/2004

Revision Date:

GCSD provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition or disability. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions.

Employees in the following employment classifications are eligible to request medical leave as described in this policy:

- Regular full-time employees

Eligible employees may request medical leave only after having completed 365 calendar days of service. Exceptions to the service requirement will be considered to accommodate disabilities. Eligible employees should make requests for medical leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to GCSD. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees are normally granted leave for the period of the disability, up to a maximum of 12 weeks within any 12 month period. Any combination of medical leave and family leave may not exceed this maximum limit. Employees will be required to first use any accrued paid leave time before taking unpaid medical leave.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

Subject to the terms, conditions, and limitations of the applicable plans, GCSD will continue to provide health insurance benefits for the full period of the approved medical leave.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide GCSD with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, GCSD will assume that the employee has resigned.

602 Personal Leave

Effective Date: 12/27/2004

Revision Date:

At its discretion, GCSD may grant personal leaves of absence without pay to eligible employees. Employees in the following employment classification(s) are eligible to request personal leave as described in this policy:

- Regular full-time employees

Eligible employees may request personal leave only after having completed 365 calendar days of service. As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from their supervisor.

Personal leave may be granted for a period of up to 10 calendar days every year. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than 10 calendar days. With the supervisor's approval, an employee may take any available sick leave or vacation leave as part of the approved period of leave.

The granting or denying of a request for personal leave is within the discretion of the District. Requests will be evaluated on a case by case basis and the District will take into account factors like anticipated workload requirements and staffing considerations during the requested period of leave.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by GCSD until the end of the month in which the approved personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by GCSD according to the applicable plans. The employee is encouraged to contact Personnel Services regarding these issues.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, GCSD cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, GCSD will assume the employee has resigned.

603 Military Leave

Effective Date: 12/03/2004

Revision Date:

A military leave of absence will be granted to employees who are absent from work because of service in the United States military services in accordance with applicable federal and state law. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994, based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the General Manager for more information or questions about military leave.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

604 Pregnancy-Related Absences

Effective Date: 9/17/2004

Revision Date:

GCSD will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this handbook and all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family or personal leave.

605 Time Off for Victims of Violent Crimes or Domestic Abuse

Effective Date: 12/06/2004

Revision Date:

An employee who has been a victim of crime or domestic violence may take time off to: 1) appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; 2) seek medical or psychological assistance; or 3) participate in safety planning to protect against further assaults.

An affected employee must give the District reasonable notice that he or she is required to be absent for a purpose stated above. In cases of unscheduled or emergency court appearances or other emergency circumstances, the affected employee must, within a reasonable time after the appearance, provide the District with written proof that the absence was required for any of the above reasons. Leave under this section is unpaid unless the employee uses accrued time off.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

SECTION 7 EMPLOYEE CONDUCT & DISCIPLINARY ACTION

701 Employee Conduct and Work Rules

Effective Date: 03/11/2005

Revision Date:

To ensure orderly operations and provide the best possible work environment, GCSD expects employees to follow rules of conduct that will protect the interests and safety of all employees and the District.

It is not possible to list all the forms of behavior that are considered unacceptable in the GCSD workplace. The following is a list of examples of the conduct that can result in discipline, up to and including termination. It is not intended to be an exhaustive list and the District shall not be limited to the specific matters listed as bases for imposing discipline.

- Theft or inappropriate removal or possession of GCSD property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Fighting or threatening violence in the workplace
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Insubordination, including refusal to execute a superior's orders, unless that order violates District safety protocols or if the order violates the law
- Rude or discourteous treatment of the public or fellow employees
- Lying or any form of dishonesty in work related matters
- Conduct unbecoming a District employee
- Any violation of these policies or other rules of the District
- Conduct that brings discredit to the District
- Failure to perform job duties, whether such failure is intentional or unintentional
- Any other misconduct that has been described to the employee as unacceptable and a possible basis for discipline
- Collaboration with or supporting acts of terrorism or damage to GCSD assets or to those on GCSD property and surrounding communities

Employees are expected to work well under pressure and meet multiple and sometimes competing deadlines. In doing so, the employee shall at all times demonstrate cooperative and civil behavior with the

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

public, colleagues and supervisors.

702 Drug and Alcohol Use

Effective Date: 12/27/2004

Revision Date: 9/10/2007

It is GCSD's desire to provide a drug- and alcohol-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on GCSD premises and while conducting business-related activities off GCSD premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

If a supervisor reasonably suspects that an employee is under the influence of drugs, alcohol, or any other controlled-substance while performing job duties or operating District equipment, the supervisor may require the employee to submit to an immediate drug test. An employee's refusal to submit to a drug test is cause for termination. Examples of indicators which can form a reasonable suspicion that an employee is under the influence of drugs, alcohol, or any other controlled-substance include, but are not limited to, the following:

- slurred speech;
- glassy or bloodshot eyes;
- odor of alcohol;
- inability to walk straight;
- an accident involving District property, employee, customer or other person;
- a near accident or other safety violation;
- physical altercation;
- possession of alcohol, drugs, or drug paraphernalia; and
- sleeping on the job.

Under reasonable suspicion, the General Manager may require an employee to submit to a medical examination and/or test to determine the employee's compliance with this policy. Any employee who refuses to submit to a medical examination and/or test may be disciplined.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the General Manager to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through GCSD's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all GCSD policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause GCSD any undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a state or federal government contract or grant must notify GCSD of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the General Manager without fear of reprisal.

In addition to this policy, the District follows the Department of Transportation (DOT) regulations for employees who are subject to these regulations by virtue of their job duties, including policies associated with commercial driver's licenses. Details of this policy are provided in Section 715 of this Employee Handbook.

703 Harassment and/or Other Discrimination

Effective Date: 12/03/2004

Revision Date: 11/04/2013

It is the policy of this District to treat all individuals with respect and dignity. Each person has the right to work in a professional environment which promotes equal opportunity and is free from discriminatory practices and harassment. The District will not tolerate any form of harassment or other prohibited discrimination based on race, sex, ethnicity, religion, creed, ancestry, national origin, age, physical or mental disability, sexual orientation, gender, marital status, or veteran status, or any other characteristic protected by local, state or federal law. Any person who engages in harassment, prohibited discrimination or any related inappropriate conduct may be subject to discipline, including but not limited to termination of employment.

Harassment and/or discrimination may take many forms, including but not limited to:

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

Verbal conduct such as epithets, derogatory jokes, slurs or comments.

Visual conduct such as derogatory posters, cartoons, drawings or gestures.

Physical conduct, such as assault, blocking normal movement or interference with another employee's work.

Use of computers, including the internet and e-mail, telephones, voice mail, texting or other virtual media to transmit, communicate or receive threatening or derogatory messages or material; or sexually suggestive, pornographic or sexually explicit pictures, messages or material.

Other inappropriate conduct.

Retaliation for reporting harassment, discrimination or related inappropriate conduct.

Individuals Covered Under this Policy

This policy covers employees, volunteers, Board members, independent contractors, and vendors. The District requires reporting of all incidents of harassment and/or discrimination, regardless of the offender's identity.

Definitions

The term "harassment" is used in this policy to refer to both sexual and other forms of harassment. Below are definitions of sexual and other forms of harassment, as well as examples of conduct that may constitute harassment. (These lists are examples only; they are not all-inclusive.)

A. **Sexual Harassment.** Sexual harassment is generally defined as unsolicited and unwelcome sexual advances; requests for sexual favors, sexual demands, or other verbal, physical or visual conduct of a sexual nature that unreasonably interferes with a person's work performance or creates an intimidating work environment. Such acts are considered sexual harassment when:

1. Submission to the conduct is either an explicit or implicit term or condition of employment; or

2. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the person rejecting or submitting to the conduct; or

3. The conduct has the purpose of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile or offensive work environment.

4. In third party situations, one individual is offended by the sexual interaction, conduct, or communications between others.

B. Other Forms of Harassment. Other forms of prohibited harassment include offensive comments or conduct pertaining to a person's race, sex, ethnicity, religion, creed, ancestry, national origin, age, physical or mental disability, sexual orientation, gender, marital status, or veteran status, or any other characteristic protected by local, state or federal law.

Such conduct may include, but is not limited to:

1. Making gestures, threats, derogatory comments, or slurs that may be offensive to individuals in a particular group

2. Bullying behavior that is threatening, intimidating, verbally abusive, or results in other disruptive actions in the workplace

3. Sending messages by letters, notes, electronic mail, or telephone that may be offensive to individuals in a particular group

4. Displaying derogatory objects, photographs, cartoons, calendars, or posters

Reporting Harassment and/or Discrimination

Anyone who believes he/she has been subjected to harassing, discriminatory, inappropriate or retaliatory conduct, or who observes harassment and/or discrimination of another, should

promptly report the facts of the incident or incidents and the names of the individuals involved to his or her supervisor or to the General Manager. If reported to the supervisor, he/she should immediately report any incidents of harassment and/or discrimination to the General Manager.

Complaints of harassment and/or discrimination should be made in writing, signed by the complainant, and submitted to the employee's supervisor, the General Manager and/or the President of the Board of Directors. The complaint should provide as much detail about the objectionable behavior or conduct as possible. The complaint will be kept as confidential to the extent possible, but will need to be disclosed to some individuals, including the accused, in order to properly investigate.

The General Manager will investigate all claims and take appropriate corrective action if necessary. Such matters will be addressed in a discrete manner, but consistent with the District's duty to investigate and take action if warranted.

If the incidents are claimed to personally involve the General Manager or a member of the Board, the General Manager shall report the facts of the claimed incidents to the Board of Directors which shall designate a person or persons to investigate such claim and recommend appropriate action to the Board of Directors. Incidents involving the General Manager may be brought by an employee directly to the President of the Board of Directors.

Nothing in this harassment and/or discrimination policy supersedes or replaces the District's grievance procedure. All efforts will be made to promptly investigate allegations of harassment and/or discrimination. Such matters will be addressed in a discrete manner, but consistent with the District's duty to investigate and take action if warranted.

An employee may also direct his/her complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. Employees can contact the nearest DFEH office or the FEHC at the locations listed in the District's DFEH poster or by contacting (800) 884-1684.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

Protection Against Retaliation

The District recognizes the seriousness of harassment and/or discrimination. It will not permit retaliation by any member of the District who makes a report of harassment, discrimination or who participates in any harassment/discrimination-related investigation or hearing. Retaliation or threat of retaliation is itself a serious violation of this policy and should be reported immediately. Retaliation or threatened retaliation is subject to the same disciplinary actions as harassment and/or discrimination.

Investigating the Complaint

A. **Confidentiality.** The complainant's identity and the allegations are typically revealed only to those who need to know, including: the alleged target of harassment, discrimination or retaliation (if different from the complainant); the alleged harasser(s) or retaliator(s); any witnesses; and the District personnel responsible for investigating and/or making decisions regarding the complaint. All persons contacted in the course of an investigation should be advised that all parties involved in a charge are entitled to respect. They should also be informed that retaliation or reprisal against an alleged target of harassment, discrimination or retaliation, a complainant, or anyone who has provided evidence in connection with a complaint is a separate actionable offense. Confidentiality will be maintained throughout the investigative process to the extent practical and appropriate under the circumstances.

Investigation Process. Investigator(s) will try to respect the complainant and victim's wishes (if the victim is not the complainant), ("complainant/victim"). However, the investigator ultimately has the right to conduct the investigation in the manner he/she chooses, and will keep the complainant reasonably informed as to the status of the investigation.

Steps to be taken in the investigation may include, but are not limited to:

Confirm name and position of the complainant/victim.

Identify the accused.

Obtain all relevant information about any incident(s). Questions should be asked in a non-judgmental manner.

Determine frequency/type of the alleged incident(s) and the dates and locations where they are alleged to have occurred.

Determine if there were witnesses who observed the incident(s).

Determine if there are any documents or other records supporting the allegations.

Ask the individual how he/she responded to the incident(s).

Determine whether the alleged victim consulted anyone else about the alleged incident(s) and take note of who else knows and their response to the disclosure.

Develop a thorough understanding of the professional relationship, degree of control, and amount of interaction between the accused harasser and complainant/victim? Did the accused control compensation, terms of employment, or promotions? Do these individuals work in close proximity to one another and/or on the same projects?)

Determine whether the accused harasser has made and/or carried out any threats or promises directed at the complainant/victim.

Inquire whether there are other similar incidents involving the accused.

Determine whether the complainant/victim has informed a supervisor or other District official of the situation. What response, if any, did complainant/victim receive from these individuals?

Ask complainant/victim what action he/she would like the District to take.

A consideration of a modified work environment may be offered

Collect and review any documents or records related to the allegations.

Interview the accused and any witnesses.

Remind all parties, including the accused, of the District's policy against retaliation.

Failure to cooperate with a District investigation of a harassment and/or discrimination charge may itself lead to sanctions. All staff will receive harassment and/or discrimination training and are required to sign the Receipt and Acknowledgment Form regarding the District's Policy Against Harassment and Discrimination upon hire and update every two years.

704 Attendance and Punctuality

Effective Date: 9/17/2004

Revision Date:

To maintain a safe and productive work environment, GCSD expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on GCSD. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

705 Personal Appearance

Effective Date: 9/17/2004

Revision Date:

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image GCSD presents to customers and visitors.

During business hours or when representing GCSD, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

706 Return of Property

Effective Date: 9/17/2004

Revision Date:

Employees are responsible for all GCSD property, materials, or written information issued to them or in their possession or control.

All GCSD property must be returned by employees on or before their last day of work. Where permitted by applicable laws, GCSD may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. GCSD may also take all action deemed appropriate to recover or protect its property.

707 Resignation

Effective Date: 09/17/2004

Revision Date:

Resignation is a voluntary act initiated by the employee to terminate employment with GCSD. Although advance notice is not required, GCSD requests at least 2 weeks' written resignation notice from all employees.

If an employee does not provide advance notice as requested, the employee may be considered ineligible for rehire.

An employee absent without authorization or notification to the District for 10 consecutive working days shall be deemed to have resigned without notification. Employees have no right to appeal or grievance if deemed to have resigned as a result of job abandonment.

708 Drug Testing

Effective Date: 11/12/2004

Revision Date:

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

GCSD is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

The District's drug testing policy is outlined in Section 702, Drug and Alcohol Use, of this Handbook. Employees will be asked to sign an acknowledgement form indicating that they have received a copy of the drug testing policy. Questions concerning this policy or its administration should be directed to Personnel Services.

709 Progressive Discipline

Effective Date: 12/27/2004

Revision Date: 9/10/2007

The purpose of this policy is to state GCSD's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

GCSD's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Disciplinary action may consist of any of the following: verbal warning, written warning, suspension without pay, reduction in pay, demotion or termination of employment. The particular level of discipline to be imposed will depend on the severity of the problem, employment history, likelihood of recurrence and such other matters as the District may consider. There may be circumstances where lesser levels of discipline may be bypassed.

Should an investigation be required that lasts more than one day prior to a hearing, the General Manager may elect to place the employee on administrative leave until the time of the hearing. Accumulated leave time may be used by the employee during administrative leave.

The levels of discipline are summarized as follows:

Verbal Warning: Employees receiving a verbal warning may have it noted in their departmental record by their department head.

Written Warning: Employees receiving a written warning shall have a copy of the warning filed in their

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

permanent record for future reference. Each employee's permanent record is his/her personnel jacket kept in the District office.

Suspension: Employees suspended from District service shall forfeit all rights, privileges, and salary while on such suspension with the exception of group health and life insurance benefits.

Reduction in pay: Employees may have their pay reduced for a specified period of time

Demotion: Employees may be reduced in rank to a lower paying position or to a lower step in the salary structure for a definite or indefinite period.

Termination: Employees may be dismissed from employment following the completion of all legally required pre-disciplinary steps.

710 Problem Resolution

Effective Date: 12/27/2004

Revision Date: 9/10/2007

GCSD is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from GCSD supervisors and management.

GCSD strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If an employee disagrees with established rules of conduct, policies or practices, he/she can express their concerns through this Problem Resolution procedure; provided, however, employees shall not be able to challenge actions taken by the District which are expressly identified as being within the discretion of the District (e.g. rejections during probation, granting or denying personal leave, etc). No employee will be penalized, formally or informally, for voicing a complaint with GCSD in a reasonable, business-like manner or for using the Problem Resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are required to utilize this Procedure. The employee may choose not to pursue the matter after completion of any of the following steps, but any employee failure to proceed to the next step in a timely way shall be deemed an abandonment of the matter.

1. Employee may informally discuss his/her concerns with the appropriate supervisor and/or Department Manager. If the employee chooses not to have such an informal discussion, or if such informal

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

discussions do not satisfactorily resolve the matter, the employee shall put his/her concerns in writing on a form acceptable to the District and submit such form to the General Manager. Such written description shall include a description of the problem, other employees with knowledge or involvement, and the desired remedy. The problem must be brought to the attention of the General Manager within 30 calendar days after the employee is reasonably aware of the circumstances giving rise to the problem.

2. Department Manager responds to problem during discussion or after consulting with appropriate management, when necessary. Department Manager documents discussion.
3. Within 10 calendar days of receiving the response from the Department Manager, the employee shall present a written summary to the General Manager if the problem is unresolved.
4. General Manager meets with the employee and attempts to resolve the matter. The General Manager may conduct such investigation, as he/she deems appropriate. If the matter is not resolved by the discussions between the employee and the General Manager, the General Manager shall issue a decision on the matter.
5. Within 10 calendar days of receiving the decision from the General Manager, the employee shall file a written appeal with the Board of Directors.
6. Board of Directors reviews and considers problem. Board of Directors informs employee of decision and forwards copy of written response to General Manager for employee's file. The Board of Directors has full authority to make any adjustment deemed appropriate to resolve the problem. Within 30 calendar days or within a time period agreed upon by the parties, the Board of Directors may hold an evidentiary hearing or appoint a hearing officer to hold an evidentiary hearing and to make recommended decision to the Board of Directors. Any such hearing shall be informal and conducted in accordance with the rules set forth in Government Code section 11513, and each party shall be entitled to compel the attendance of any witness employed by the District pursuant to Government Code section 11450.10-11450.50 and by depositing any required fees thereto. Accordingly, each party shall bear its own costs, including but not limited to witness fees, exhibit costs, and transcript costs, except that the District shall pay the fees of the hearing officer and/or court reporter. The Board of Directors shall make the final written decision on the subject problem.

Employees represented by the union may, at any time in this process, request the assistance of the union representative.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

711 Workplace Etiquette

Effective Date: 12/27/2004

Revision Date:

GCSD strives to maintain a positive work environment where employees treat each other with respect and courtesy. Sometimes issues arise when employees are unaware that their behavior in the workplace may be disruptive or annoying to others. Many of these day-to-day issues can be addressed by politely talking with a co-worker to bring the perceived problem to his or her attention. In most cases, common sense will dictate an appropriate resolution. GCSD encourages all employees to keep an open mind and graciously accept constructive feedback or a request to change behavior that may be affecting another employee's ability to concentrate and be productive.

All District employees are expected to be able to work well under pressure and meet multiple and sometimes competing deadlines. Employees shall at all times demonstrate cooperative and civil behavior with the public, colleagues and supervisors.

The following workplace etiquette guidelines are not necessarily intended to be hard and fast work rules with disciplinary consequences. They are simply examples of appropriate workplace behavior to help everyone be more conscientious and considerate of co-workers and the work environment. Please contact your Department Manager if you have comments, concerns, or suggestions regarding these workplace etiquette guidelines.

- A. Return tools and equipment to their proper storage location after completing tasks.
- B. Avoid public accusations or criticisms of other employees. Address such issues privately with those involved or your supervisor.
- C. Try to minimize unscheduled interruptions of other employees while they are working.
- D. Be conscious of how your voice travels, and try to lower the volume of your voice when talking on the phone or to others in open areas.
- E. Refrain from using inappropriate language (swearing) that others may overhear.
- F. Clean up after yourself and do not leave behind waste or discarded papers.
- G. Follow through on commitments made to others, or discuss alternatives before commitments are due.

712 Motor Vehicle Driving Record Inspection

Effective Date: 12/27/2004

Revision Date:

All employees required to drive as part of their job duties must possess a valid California motor vehicle driver's license and possess a good driving record commensurate with the District's ability to protect its insurability under its automobile liability policies. As a condition of employment, the District may, from time to time, request individual driving records from the Department of Motor Vehicle to verify the employee's eligibility to drive on behalf of the District. Failure to maintain a good driving record may

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

render the employee ineligible for the position.

713 Permitted Use of Private Vehicles on District Business

Effective Date: 12/27/2004

Revision Date: 9/10/2007

Unless specifically authorized by the General Manager, an employee shall not use his/her personal vehicle on District business. Any employee who uses his/her own vehicle for District business shall provide evidence of insurance coverage of at least \$15,000 Bodily Injury per person and \$30,000 each accident. Also, the District shall be named as an additional insured in the policy. In special circumstances, when use of a private vehicle is authorized for long-range travel, the employee shall be reimbursed at the business mileage rate allowed by the Internal Revenue Service.

715 Department of Transportation (DOT) Drug & Alcohol Testing

Effective Date:

Revision Date: 9/10/2007

Employees who hold a commercial drivers license and operate commercial motor vehicles, (26,001 GVW or greater) are considered safety-sensitive employees and are subject to DOT testing, pursuant to Federal Motor Carrier Safety Administration (FMCSA), Regulation 49 CFR Part 382. Each safety-sensitive employee will receive a handbook about the DOT testing regulations and should consult Personnel Services with questions or concerns about the requirements.

In the event that a safety-sensitive employee is involved in an accident in which there is

- loss or life, or
- the employee receives a citation for a moving traffic violation arising from the accident if the accident involved 1) bodily injury with immediate medical treatment away from the scene of the accident, or 2) disabling damage to any motor vehicle requiring tow away you are directed to contact Personnel Services immediately so that a drug and alcohol test can be arranged.

716 District Fraud Policy

Effective Date: 11/4/2013

Revision Date:

PURPOSE

Adopted: April 13, 2005

Revised: November 4, 2013

Revised: October 19, 2016

The purpose of this policy is to provide employees and those doing business with the District notice of the types of workplace conduct that are considered dishonest, to direct the General Manager to establish and maintain a system of internal controls to prevent and detect dishonest conduct, to authorize the General Manager to establish appropriate procedures for reporting and investigating alleged dishonesty in the workplace or connected to the District, and to provide for appropriate sanctions in cases where dishonest conduct or activities are established.

POLICY

The District expects that all Directors, officers, employees, agents, vendors, volunteers or other persons connected to the District will adhere to the strictest standards of honest conduct and will treat District property with the same respect required for all public property. It is the District's express policy that all allegations of workplace or other District-related dishonesty will be promptly and fully investigated and if dishonest conduct is established, to take action as appropriate to discipline the dishonest person or persons and to pursue appropriate civil and criminal legal remedies. To ensure that the District's property is safeguarded against dishonest conduct, the District will establish and maintain appropriate procedures and internal controls to promptly detect workplace or other District-related dishonesty and take appropriate disciplinary action against any individuals so involved.

POLICY GUIDELINES

Dishonesty, fraud, corruption, and other deceitful acts prohibited under this policy include:

1. Claiming reimbursement of expenses that are not job-related or authorized by the District.
2. Committing forgery or unauthorized alteration of any District document (for example: invoices, receipts, checks, wire and Automated Clearing House (ACH) transfers, time sheets, independent contractor agreements, purchase orders, invoices, receipts, petty cash documents or budgets).
3. Misappropriate District assets (for example: money, District-issued credit cards, securities, supplies, furniture, equipment or labor).
4. Committing improprieties in the handling or reporting of money, material, labor or accounting transactions.
5. Authorizing or receiving payment for goods not received by or services not performed for the District.
6. Using a computer for unauthorized alteration, destruction, forgery or manipulation of District data or misappropriation of District-owned software.
7. Misrepresenting information on District-related documents.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016

8. Falsifying time records or expense reports or conducting substantial personal business on District time.
9. Violating federal, state, or local laws related to any form or type of dishonest conduct or activities.
10. Seeking or accepting bribes, gratuities or other consideration of material value from those doing business with the District including customers, vendors, consultants, contractors, lessees, applicants and grantees. Materiality is determined by the Political Reform Act of 1974 (Gov't Code sections 87000 et seq.) regulations of the Fair Political Practices Commission (2 Cal. Admin. Code Sections 18100 et seq.) and any amendments to the Act or regulations.
11. Any other type of dishonest, fraudulent, corrupt, or deceitful conduct in violation of any District policy or of any federal, state or local law or regulation.

Investigation of Fraud

The District will fully investigate all allegations of dishonest conduct. A thorough and objective investigation will be conducted regardless of the position, title, tenure or relationship with the District of any Director, officer, employee, agent, vendor, volunteer or other person who might be involved in or becomes the subject of such investigation.

The General Manager, with appropriate assistance from management staff and District Legal Counsel, will apply appropriate procedures for investigating all allegations of dishonest conduct by any Director, officer, employee, agent, vendor, volunteer or other party connected to the District. Typically, the Department Manager or an outside investigator, will be assigned to conduct an investigation once the subject matter of the investigation and the nature of the alleged dishonest conduct have been determined. At the General Managers' discretion, investigations of criminal conduct may be referred to the appropriate prosecutorial or law enforcement officials for investigation.

The District will pursue every reasonable effort, including court-ordered restitution, to obtain recovery of any losses suffered by the District that are cause by or connected to dishonest conduct prohibited by this Policy.

Establishment of Internal Controls

The General Manager, or his/her designee, is directed to establish and maintain a system of internal controls to prevent and detect fraud, misappropriation of District resources and other dishonest conduct affecting the District, and to institute systems that help the District to promptly identify any indications of such misconduct.

SECTION 8 MISCELLANEOUS

801 Recycling

Effective Date: 11/12/2004

Revision Date: 9/10/2007

GCSD supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment.

Special recycling receptacles have been set up to promote the separation and collection of the following recyclable materials at GCSD:

- A. corrugated cardboard
- B. aluminum cans
- C. motor oil
- D. printer cartridges

The simple act of placing a piece of paper, can, or bottle in a recycling container is the first step in reducing demand on the earth's limited resources. Success of this program depends on active participation by all of us. Employees are encouraged to make a commitment to recycle and be a part of this solution.

GCSD encourages reducing and, when possible, eliminating the use of disposable products. Source reduction decreases the consumption of valuable resources through such workplace practices as:

- A. turn engine off in District vehicles when parked
- B. communication through computer networks with email
- C. reusing paper clips, folders, and binders
- D. reusing packaging material

By recycling, GCSD is helping to solve trash disposal and control problems facing all of us today. If you have any questions or new ideas and suggestions for the recycling program contact Personnel Services.

Adopted: April 13, 2005
Revised: November 4, 2013
Revised: October 19, 2016