## **GUALALA COMMUNITY SERVICES DISTRICT**

## **PERSONNEL MANUAL**

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2024

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#### 1.0 ORGANIZATION

The Gualala Community Services District (GCSD) was established in August 1986 to provide services, as approved by the citizens, under Community Services District Law, Title 6, Division 3, of the Government Code of California, Section 61000 et seq.

## 1.1 BOARD OF DIRECTORS

The Board of Directors is the legislative and policy-making body of the District, consisting of five elected members who are responsible to the citizens of the District. A President (President), elected by the Directors, presides over the Board. Elected Directors serve a four-year term.

The Board represents the citizens of the District and is responsible to ensure District affairs are appropriately and ethically handled, by formulating policy and adopting an annual budget.

One employee, the General Manager, reports directly to the Board. The General Manager is the operational and administrative head of the District.

The Board holds regular monthly meetings unless specific reasons require meetings to be held more or less frequently. The District is covered by the Brown Act and meetings are open to the public. The Board votes annually to determine the day and time of the monthly meetings.

The Board may also call special meetings with notice posted 24 hours in advance.

## 2.0 GCSD EMPLOYMENT POLICIES

The policies contained herein have been adopted by the GCSD Board of Directors. The policies will be updated, as necessary, and new policies will be included, as needed.

#### 2.1 ELIGIBILITY FOR EMPLOYMENT

When the District plans to fill a personnel vacancy, an ad will be run in a local newspaper and the Internet and will identify the job and the minimum requirements for the vacant position. Any person meeting these requirements may apply, regardless of sex, race, creed, age, color, ancestry, physical or mental disability, medical condition, marital status, sexual preference or place of national origin. Prior to starting work for the GCSD, a prospective employee will provide the GCSD with his/her DMV report at the prospective employee's cost. Prospective permanent employees will take a drug test paid for by the District after being offered and prior to being hired. The District may also choose to do a background and/or credit check on a prospective employee at the cost of the District.

In the event of a sudden or if there is an emergency need of a temporary employee, the District will run an ad in the local newspaper if time permits. If there is a need to fill a position before the local newspaper is released, an attempt by the General Manager will be made to fill the position still following the criteria for a District employee. If the position is not filled and an ad can be placed, the General Manager will place the ad. If the temporary position requires driving, the person hired will provide the District with his/her DMV report. The temporary employee will be required to take a drug test, paid for by the District, prior to being hired.

#### 2.2 EMPLOYMENT

A District employee has no civil service or other job guarantee. Employment at GCSD is on an "at will" basis and can be terminated by either the employer or the employee at any time, with or without cause. For termination without cause, reasonable notice will be given.

It is the purpose of the District to maintain standard operating procedures and relationships with employees, based on standard employment practices. While good employee relations and operating practices are vitally important, the District cannot guarantee the complete satisfaction of any employee. Employees are not compelled to work for the District and any employee who is not satisfied has the right to terminate their employment with or without explanation. As a courtesy, the District would appreciate having ten (10) working days' notice, in order to plan for filling the employee vacancy.

#### 2.3 EMPLOYEE STATUS

A **Regular-Full Time Employee** is one who has been hired to fill a regular position in any job classification, has completed a 90-day probationary period and works 40 hours per work week.

A **Regular Part-Time Employee** is one who has been hired to fill a regular position in any job classification, has completed a 90-day probationary period, and at least 20 hours, but less than 40 hours, per work week.

A **Part-Time Employee** is one who has been hired to work within any job classification and works less than 20 hours per work week.

A **Probationary Employee** is one who has been hired to fill a regular or part-time position, in any job classification, and has less than 90 days continuous employment with the District. Upon completion of 90 days of continuous employment with the District, and upon the General Manager's decision to retain the employee, the employee shall be granted **regular** or **Part-Time** employee status.

Keeping in mind that, all employees are "at will," including Probationary employees, they may be discharged by the General Manager, (or by the District Board), with or without cause

A **Temporary Employee** is one who is hired to work, within any job classification, but whose position is not regular in nature. The duration of the work assignment of a Temporary Employee may range from one day to a maximum of six months of continuous service, or less than 1000 hours per year, whichever is least.

## 2.4 HOURS OF WORK, OVERTIME AND PAY PERIODS

## This policy shall apply to all employees.

GCSD employees are paid bi-weekly, on Wednesdays. Pay periods run from 12:00 am Monday through 11:59 pm Sunday. All hourly employees must fill out and sign a timecard for each two-week pay period and the General Manager will approve all employee timecards. Salaried employees will fill out a timecard only if there is a holiday or another type of pay such as vacation, sick, or On-Call pay is to be used.

Plant employees work at least eight-hour days and overtime must be approved in advance. An overtime log must be kept for the GCSD Board. Any **Flex-Time** employees, having a set number of hours per week, may work over eight hours in one day, without overtime pay, if the remaining hours worked during the week are less than eight hours per day, and do not exceed the set number of hours per week.

All employees must take a lunch break after working five hours. Two fifteen-minute breaks are allowed, one in the morning, after two to 3-1/2 hours of work, and one in the afternoon, after two to 3-1/2 hours, following the end of the lunch break. The lunch break may be one half or one hour, depending on the employee schedule.

Any employee working more than eleven hours must take two lunch breaks of either one hour or one-half hour. An employee working more than eleven hours will take an additional fifteen-minute break. If an employee works less than five hours in one day, no lunch break is required. A fifteen-minute break will be taken in the middle of the shift. Employees are not to skip a lunch break when working over six hours in a day.

## 2.4 (A) Overtime & Compensatory Time

GCSD will compensate each employee for all hours worked, including overtime hours worked in compliance with the Fair Labor Standards Act (FLSA) and with the California State Labor Codes. There are two categories for employees, exempt and nonexempt.

Overtime is considered to be any time over forty (40) hours of actual time worked during a given work week. Vacation and Sick time are not considered time worked, and therefore any sick or vacation time will not be counted toward a forty (40) hour work week. Scheduled holidays are considered as time worked, and therefore will be counted toward a forty (40) hour work week. Overtime must be approved in advance and/or verified by the General Manager. The only exception is for call outs. All call outs will be paid at time and one-half.

For example, if an employee uses eight (8) hours of sick or vacation on a Monday but works eight (8) hours a day for the remainder of the work week (Tues. – Fri.) and is required to work on Saturday those hours will be paid as straight time hours until the 40 hours of actual timed worked is met.

Exempt employees are not eligible for overtime or compensatory time.

The General Manager shall classify each employee and shall ensure that adequate records are kept, and overtime and compensatory time are approved in accordance with this section.

#### A. Overtime Pay and Compensatory Time.

As the local agency responsible for the public health and welfare, GCSD will require operational staff to work overtime as needed.

- 1. Overtime will be distributed between qualified and available operational employees.
- Operational staff shall have the option of taking compensatory time off in lieu of overtime pay.
   Compensatory time will be accrued at an overtime rate. One hour of overtime equals 1.5 hours of compensatory time off.
- 3. Compensatory time will be capped at a maximum of forty (40) hours. If an employee has earned the maximum amount of compensatory time, he/she has the option to be paid overtime until the compensatory time falls below forty (40) hours or with the General Manager approval the employee can request a buy-back for accrued compensatory time. See Below for compensatory time buy-back requirements.

## B. Approval of Overtime.

- 1. The following must be met in deciding whether overtime should be used:
  - a. Emergencies
  - b. Imminent Deadline
  - c. Scheduled On-Call weekend work. (Testing, record flows, etc.)
  - d. The work cannot fit into the regular work week schedule.

- 2. Overtime for nonexempt employees must be authorized by the General Manager. If the General Manager cannot be reached the on-call operator will make their best judgement before responding.
- 3. Failure to have overtime approved in advance, except for call-back time, will not prevent the employee from receiving their overtime pay or compensatory time off; however, disciplinary action may be taken against the employee for working unauthorized overtime hours unless the employee can establish just cause.

## C. <u>Use and Payment of Compensatory Time.</u>

- 1. Use of compensatory time will be authorized by the General Manager before use.
- 2. Use of compensatory time should not cause a situation where overtime for other personnel is necessary to maintain operations of the District.
- 3. Buy back of Compensatory time will be allowed only one time per fiscal year.
- 4. Upon termination of employment, any unused compensatory time up to the maximum allowed, shall be paid at a rate equal to the employee's current rate of straight time pay and all applicable taxes will be withheld.

## 2.4 (B) Alternate Work Schedules

Hours of Plant Operation (normal business hours) will be 7:00 AM to 3:30 PM Monday – Friday except for observed holidays. The plant will have at least one employee present during normal business days and hours.

#### 2.5 PAYROLL DEDUCTIONS

The District will only deduct state, federal, any required court ordered (that the District makes the payment) deductions, and any monies due to the District from over payments of any allotted allowances such as, Internet, Boots, and Meals from an employee's paycheck. Any deductions that are not required or court ordered will have to be paid for by the employee and not by the District.

## 2.6 HOLIDAYS, VACATION, SICK LEAVE, BEREAVEMENT, JURY DUTY, & OTHER LEAVES

This policy shall apply to all regular and probationary employees.

## 2.6 (A) HOLIDAYS

All GCSD employees are eligible for Holiday pay, as of their date of hire. Holidays are paid at the employee's regular pay rate and is counted as time worked. If, for some reason, a full-time employee is required to work on a Holiday, the employee will receive eight hours of Holiday pay, plus overtime pay (time-and-a-half) for the hours actually worked. Christmas & News Year's Eve are ½ days with 4 hours Holiday Pay. The following Holidays shall be observed by GCSD employees:

- New Year's Day
- Martine Luther King
- Presidents Day
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Veteran's Day

- Thanksgiving
- Day After Thanksgiving
- Christmas

Any days off are to be approved by the General Manager. If the Holiday falls on a part-time employee's scheduled workday the part-time employee will take the Holiday off, with pay.

If the Holiday falls on a flex-time employee's scheduled day off, the employee will take the scheduled day off before or after the Holiday.

GCSD employees are encouraged to take Holidays off. If, for some reason, a full-time employee is required to work on a Holiday, the employee will receive eight hours of Holiday pay, plus overtime pay (time-and-a-half) for the hours actually worked.

If a Holiday falls on a Saturday, it will be observed on the Friday before. If a Holiday falls on a Sunday, it will be observed the Monday after. If a Holiday falls during a scheduled vacation or an authorized paid leave, it will be charged as Holiday pay and will not be charged against accrued vacation leave.

Holidays are not accrued and will not be paid out upon termination. Holidays may not be carried over from year to year. An employee must work their regularly scheduled hours before and after the Holiday to receive Holiday pay.

## 2.6 (B) VACATION

An employee becomes eligible to take time off, receiving vacation pay, on the pay period following six months of continuous employment. Vacation pay accrues on a Bi-Weekly Basis. A vacation balance will appear on your payroll check. Vacation will accumulate as follows:

1-5 Years (3.08 Hrs./ pay period)
 5-10 Years (4.62 Hrs./ pay period)
 10+ Years (6.15 Hrs. / pay period)
 Two weeks (10 working days)
 Four weeks (20 working days)

Vacation days can be carried over from one calendar year to the next. However, the maximum vacation accrual an employee may have, at any time, is 160 hours (four weeks). Vacation stops accruing once the employee has reached 160 hours and will begin again once time is taken and the accrued hours fall below 160 hours.

Employees will not accrue vacation while on an unpaid leave of absence or on disability. Vacation time will not be paid when an employee is receiving Worker's Compensation. Vacation time must be approved, in advance, by the General Manager. Vacation time for the General Manager must be approved, in advance, by the President of the Board, or another Board member, if the President is not available.

Accrued Vacation cannot be taken all at once. The maximum amount of vacation taken at any given time shall be eighty (80) hours. No vacation shall be granted if it overlaps with another employee.

Employees may, with the approval of the General Manager, have the District buy back accrued vacation. The maximum buy-back allowed is 40 hours for any request. Employees may only take advantage of this benefit once in any calendar year and all applicable taxes will be withheld. This cannot be combined with compensatory time buy back request.

Upon termination any unused vacation will be paid according to California Labor Code Section 202. Negative vacation balances will not be allowed. Employees will not be paid for vacation time over their accumulation.

Full time employees shall accrue 100% of vacation leave. Part time employees shall accrue vacation leave on a pro rata basis. For example: an employee working 20 hours per week will accrue vacation leave at the rate of 50% of the above schedule; an employee working 30 hours per week will accrue vacation leave at the rate of 75% of the above schedule.

## 2.6 (c) SICK LEAVE/PAY

An employee becomes eligible for sick leave after completing the 90-day probational period. In compliance with the GCSD attendance policy, sick leave will be paid, beginning on the first day of absence from regularly scheduled work, for an illness. Employees are eligible for sick leave pay at 100-percent of their normally scheduled hours. Employees earn sick leave at the rate of 8 hours per month, up to a maximum of 160 hours (four weeks.)

Unused sick leave can be carried over, from calendar year to calendar year, up to a maximum of 160 hours. When accrued sick leave falls below 160 hours, sick leave accrual begins again. No sick leave will be paid out upon termination.

Employees may choose to donate sick and/or vacation hours to another employee if the employee is in desperate need and following State and Federal guidelines for such donation. The employees may agree that the time will be paid back to the donating employee or not. This agreement will be put in writing with all parties concerned signing the agreement and said agreement will be kept in the employees' confidential payroll files in the administration office.

Sick leave may be used for the following reasons:

- Personal illness or non-work-related injury
- Scheduled medical procedures or hospitalization.
- Illness or injury of a minor child or spouse/domestic partner that requires treatment or supervision.
- Temporary disability, as certified by a doctor.
- In conjunction with FMLA (Family Medical Leave Act) leave for the employee's disability
- Three Personnel Days

The General Manager must be notified, prior to the start of the employees' scheduled shift, if they will be off due to illness.

The General Manager must notify the President of the Board (or another Board member if the President is not available) if they will be out sick.

A doctor's note may be required by the General Manager, for absences exceeding three days.

Sick leave will not be paid while an employee is receiving Worker's Compensation, or during the Worker's Compensation waiting period, unless required otherwise by law (e.g., FMLA, etc.). Sick leave will not be paid during scheduled days off.

Unused sick leave is forfeited upon termination. Negative sick leave balances are not allowed. For sick leave hours taken in excess of those accrued, the employee receives no pay for those hours.

Abuse of sick leave may result in disciplinary action, up to and including discharge. (See Disciplinary Policy.)

## 2.6 (D) BEREAVEMENT AND EMERGENCY LEAVE

Employees are eligible for up to three consecutive days off, with pay (based on their regularly scheduled hours), to attend a memorial service, when a death occurs in their immediate family. For the purpose of this policy, "immediate family" is defined as a parent, child, spouse, sibling, grandparent, and parent-in-law. Employees are eligible for **Bereavement Leave** upon their date of hire.

**Emergency Leave**, with pay, may be granted in cases of death or significant injury to an immediate family member. This leave is granted at the discretion of the General Manager and is limited to a maximum of three days. "*Immediate family*" is defined under *Bereavement Leave*, above.

## 2.6 (E) JURY DUTY

Employees are eligible for pay (based upon their regularly scheduled hours) for service on a jury. All employees will provide proof of the dates and times of their jury duty; and will report to work, as scheduled, when not required in court. Employees are required to turn over, to GCSD, all compensation received for their jury service. Employees are eligible for the provisions of this jury duty policy upon their date of hire.

## 2.6 (F) INJURY-RELATED LEAVE

**Job Injury Leave** refers to a leave, which is a result of a job-related injury, and is covered under Worker's Compensation.

## 2.6 (G) MILITARY LEAVE

In all cases, the GCSD abides by the provisions of State and Federal Law in granting leave for military duty.

## 2.6 (H) MATERNITY LEAVE

An unpaid leave of absence, of up to three (3) months, will be granted during the employee's pregnancy upon recommendation of the employee's doctor. Accrued sick and/or vacation time may be used for pregnancy leave. The employee will return to work at the recommendation of their doctor.

## 2.6 (I) LEAVE OF ABSENCE

At the discretion of the General Manager, a **Leave of Absence**, without pay, may be granted for up to two days. Any absence from work, without prior authorization, may result in disciplinary action by the General Manager, up to and including termination.

## 3.0 EMPLOYEE BENEFIT ELIGIBILITY PROVISIONS

This policy shall apply to all regular and probationary employees unless specified to include temporary employees.

## 3.1 EMPLOYEE ELIGIBILITY

Employees are eligible for GCSD health, vision, and dental benefits after 60 days of continuous employment with GCSD and must meet the minimum requirements for CalPERS. If hired between the 1st and the 15th of the month, the entire month will count as the employee's first month of employment. If hired after the 15th of the month, the second month of employment will count as the first month for eligibility.

The District will provide Air Ambulance membership to each employee on an annual basis.

#### 3.2 SPOUSE AND CHILD ELIGIBILITY

Eligibility is determined by the health care provider contract.

#### 3.3 BENEFIT PREMIUM PAYMENT:

Coverage for GCSD employees is provided through a carrier, approved by the Board. Employees will receive benefit information from the Administrative Assistant.

GCSD will pay 100% of employee benefit premiums and will pay 50% of dependent premiums. Any employee having dependent premiums to pay will do so by payroll deduction.

## 3.4 ENROLLMENT IN HEALTH COVERAGE

Fill out the enrollment form (available from the Administrative Manager) and return the form to the Administrative Manager one to two weeks before your eligibility date, which is the first of the month, after completing 60 days of employment with GCSD.

If the employee waives coverage at their eligibility date, or has a change in family status, they will be able to enroll in the plan, according to the insurance carrier's eligibility policies.

## 3.5 Change in Family Status

Refer to policy for information on changes in family status.

## 3.6 TERMINATION OF BENEFITS

Upon termination of employment with GCSD, employee benefits coverage ends immediately. Employees will receive a notice of their rights and obligations to continue benefits through COBRA.

## 3.7 CALPERS RETIREMENT PLAN

Regular Full-Time employees and Regular Part-Time employees, who have accumulated minimum of 1000 hours, within a one-year period, are eligible to enroll in the *California Public Employee's Retirement System (CalPERS)*. If an employee is hired after January 1, 2013, the retirement rate is 2% @ 62. If the employee was a previous member of CalPERS (no break in employment of longer than six months with a CalPERS agency) and is considered a "classic member" the retirement rate is 2% @ 60. All "classic members" employees will contribute 7% of their straight time pay by payroll deduction and if the employee is a new member the contribution is 6.25%. The GCSD will pay the required employer contribution but will not pay any employee contribution amount.

## 3.8 WORKER'S COMPENSATION BENEFITS

All GCSD employees will be insured against on-the-job injuries, as required by State law.

## 3.9 SAFETY EQUIPMENT

As of January 1, 2018, all Plant employees will be required to wear steel toe safety boots, which the District will pay up to \$250.00 once a year. If an employee wears out the District provided boots before the next January, the employee will purchase steel toe boots at his/her expense. Boots must be deemed appropriate by the Safety Officer and General Manager. **All** plant employees will be provided with gloves, goggles, rain gear and any other protective equipment, as needed.

#### 3.10 TUITION REFUND

The GCSD will pay 75% of elective, and 100% of mandated tuition, for approved courses of study for employees who wish to further their education and improve their on-the-job performance with GCSD. This includes the cost of college units and required materials, as part of a degree or certification program. Different policies apply to the Operator Grade Training. The General Manager may approve other training expenses, consistent with the budget. The District will reimburse the employee upon receiving verification that a grade of "B" (or better) was attained.

## 3.11 PROFESSIONAL SOCIETY COSTS

The Board will subscribe to certain publications and society memberships, at the District's expense, as submitted by the General Manager. Registration, transportation and per diem expenses will be reimbursed for attendance at local, state, and national conventions and seminars sponsored by CWEA, SDRMA, CSDA, and Cal Rural Water.

#### 3.12 VEHICLE USE AND COST REIMBURSEMENT

All Operations Staff are required to possess a Class B Commercial Driver's License. The District will pay for Class B Driver's License and any renewal fees as long as the employee is employed with the District.

The District will provide its employees with vehicles to conduct District business. If a District vehicle is not available, the District will then pay the employee the mileage at the current Federal rate. Any use of personal vehicles must be approved by the General Manager prior to use. Also, see Section 4.0 (c) "On-Call Vehicle Policy".

No one except for GCSD employees are allowed in GCSD vehicles. The only exception will be GCSD Board members, contractors hired by the GCSD, State, County and Federal representatives and the GCSD Auditor.

All District vehicles are to be kept clean inside and outside. A vehicle check list will be kept in each vehicle and the vehicles will be checked according to the check list. The Backhoe, back-up generator and Septic Truck are to be inspected before each use. There is no smoking, or animals allowed in any District Vehicle. Employees are required to notify the District upon receipt of any moving citations within 3 working days.

## 3.13 PAY RATES AND EVALUATIONS

Starting wages for employees will be dependent upon experience, qualifications, licenses, etc. The General Manager is a salaried position based at 40 hours a week and is exempt from overtime. All other GCSD positions are paid on an hourly or monthly basis. An employee who meets certain Criteria will be deemed Lead Operator (See Job Description – Lead Operator). The Lead Operator will be paid 4% higher than the highest amount listed for their job classifications pay range. The GCSD Board approved the pay ranges for each job classification when they approve the budget for each fiscal year. The pay ranges are shown in Appendix C.

Pay Increases within the established range (see Appendix "C") shall not be automatic but shall be based upon satisfactory job performance as determined, and supported in writing, and will be approved by the General Manager. In order for a District employee to be granted a merit salary increase within the pay chart the following procedures shall be followed:

- 1. A merit salary increase may be granted on an annual basis, and it may be an increase between 0-5%, but is entirely at the discretion of the General Manager.
- 2. A written performance appraisal which recommends a merit salary increase (see Appendix "B") must be prepared by the General Manager and reviewed with employees.

- 3. If an increase is not given, the employee will be informed of any improvements in performance that will warrant an increase in pay. The employee will be re-evaluated within three months. If performance has improved sufficiently to warrant a merit increase, one may be given, at the recommendation of the General Manager, and the approval by the Board of Directors.
- 4. If performance has not improved, the General Manager may again, at his/her discretion, outline ways to improve performance and a time frame for the expected performance improvement to occur. If the employee has not improved within the suggested time frame, the employee will be subject to disciplinary action, up to and including termination.
- 5. Each year, the Board will conduct the performance evaluation for the General Manager on his/her anniversary date of hire and will use the same scoring procedures as regular employees. The performance evaluation will be conducted by the Board of Directors in a closed session. The closed session will be posted on the agenda and will comply with all rules and regulations set forth in California Government code 54957.

If an operator receives any Grade higher than a Grade 2, he/she will receive a onetime stipend. The amount of the stipend will depend on the Grade earned. The stipend amounts are as follows:

- a. Grade 3 = \$1000.00
- b. Grade 4 = \$1500.00
- c. Grade 5 = \$2000.00

The operator may receive an increase in pay, to be determined by the General Manager, but may not necessarily receive the pay level stated by his/her certificate level.

On June 1st of each year, the GCSD Board of Directors will approve the percentage of an annual Cost of Living Adjustment (COLA) for all employees, which will be effective on July 1st. The Board will use the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the area in which the county seat is situated, but such change shall not exceed 3 percent per year.

**Note:** Employees are always encouraged to achieve their certifications for higher levels. However, achieving certification for the higher-grade levels (Grades 3, 4, and 5) may not place said employee in that classification, nor does it automatically increase the employee's pay scale. Also, stipend and overtime pay amounts will not be used toward the employees CalPERS Retirement.

#### 3.14 EMPLOYEE BONUS POLICY FOR MAXIMUM SALARY REACHED

This policy aims to recognize and reward employees who have reached the maximum salary within their respective pay scales by providing a bonus in lieu of a traditional pay increase. This policy applies to all employees who have reached the top of their pay scale as defined in their respective job classifications.

### 1. Eligibility:

- Employees who have reached the maximum salary of their respective pay scale are eligible for a bonus.
- o Eligibility for the bonus will be determined at the end of the annual performance evaluation.

#### 2. Bonus Amount:

- o Eligible employees will receive a bonus ranging from 0% to 5% of their annual base salary.
- The exact percentage of the bonus will be determined based on the employee's performance evaluation, contributions to the organization, and overall company performance.

#### 3. Performance Evaluation:

- o The bonus percentage will be decided during the annual performance evaluation process.
- The General Manager will assess the employee performance based on current criteria and goals discussed at the previous evaluation.

#### 4. Bonus Distribution:

The bonus will be paid out as a one-time lump sum, separate from the regular paycheck.

o The bonus payment will be subject to applicable taxes and deductions as required by law.

#### 5. Notification:

 Employees will be notified of their bonus eligibility and amount during their annual performance review meeting.

#### 6. Exceptions:

 Any exceptions to this policy must be approved by the General Manager and/or the Board of Directors.

#### 3.15 WORKING OUT OF CLASSIFICATION

If the General Manager or the Board of Directors requires an employee to perform the duties of a higher paid position for longer than thirty (30) days, said employee shall receive compensation equal to the bottom scale of the higher classification or 5% over their current salary level whichever is greater. If during the thirty (30) day period the assigned employee takes any form of leave, the assigned higher pay will not be used for any such leave hours taken. Leave hours will be paid at the regular rate of the assigned employee pay scale.

## 3.16 OPERATOR GRADE TRAINING

The GCSD will pay 100% of expenses and associated fees for class training, including those for travel, meals, and overnight accommodations, for the first exam attempt only for Grades I, II and III. If the employee does not pass the certification exam the first time, the GCSD will pay 75% of the exam costs for the second attempt. If the employee fails the certification exam on the second attempt, the GCSD will pay 50% of the exam costs for the third attempt. Any further attempts will be paid entirely by the employee. GCSD will only pay for training and the cost associated with the training one time for the first attempt of each Grade level.

For current employees, the GCSD will advance 100% of the costs for lab certification. Employees hired after 8/16/18 will be advanced 100% for the first try, 50% for the second try and 25% for the third try.

GCSD encourages plant operators to further themselves by obtaining higher grade levels (Grades 4 and 5). If an employee wishes to take the Grades 4 & 5 exams, the cost of these exams will be paid for by the employee. The training for these exams will be paid for by the District one time for each Grade level.

A plant operator, who takes classes and tests for grade levels 1, 2, and 3, and is successful in obtaining the grade level, will work for the GCSD for at least a year following receipt of the grade level. If the operator voluntarily leaves the employ of the GCSD one year before the operator will reimburse the GCSD, the total cost of all training, license, and testing fees. This payment will be deducted from the employee's final paycheck. By signing the Signature Page at the end of this manual, the operator agrees to these conditions, when signing up for a class or before taking the grade test.

If the employee feels that there is an exception, regarding failure to pass the certification test, the employee is to bring this exception to the Board for consideration of payment for costs.

#### 3.17 TRAINING REIMBURSEMENTS & ALLOTMENTS

If an employee must use their personal vehicle for training GCSD will give a mileage reimbursement at the current IRS rate.

If an employee must fly to a training event the full name (first, middle, and last) on your airline reservation must match the name on your identification exactly to be allowed to fly. Your date of birth must also match. Verify this on your itinerary upon receipt.

Each employee will be allotted \$45.00/day for meals.

Revised July 1, 2024

If an employee travels for training events all receipts for meals, gas, hotel, and the training class will be given to the General Manager upon the employees return from training.

No alcoholic beverages will be paid for by the District.

#### 4.0 ON-CALL POLICY

The Gualala Community Services District (GCSD) is required to respond to emergency callouts, varying in degrees of severity, on a 24-hour, seven days a week basis. This policy defines how this requirement is to be fulfilled by the District. This is a flexible policy that will be updated or changed, as needed, to meet the District's requirements.

## 4. 0 (A) On-Call Rotation Schedule

The current On-Call rotation schedule is one employee on-call per week. Each employee will earn \$45.00 per day while he/she is on call. The District is small and, in order to accommodate, the General Manager is currently included in this rotation, making the on-call schedule rotation every three weeks. Normally, a General Manager would not be included in the on-call rotation. Should the District increase in size and number of operators, this policy should not be interpreted to suggest that the General Manager's participation in the On-Call rotation is a requirement of this policy.

An On-Call Schedule will be posted in the General Manager's office and the Lab. Employees may trade on-call assignments if they have scheduling conflicts. The General Manager is to be notified of, and approve, any changes to the on-call schedule. If an employee is sick (or for whatever acceptable reason) and unable to serve their on-call duty, the General Manager will coordinate arrangements for the on-call coverage.

## 4.0 (B) After-Hours Callouts.

- 1. When called out, all employees will receive the following:
  - a. All callouts will be for a minimum of two hours and will be paid as time and one half. (Callouts and on-call pay will not be counted toward CalPERS retirement).
  - b. The scheduled 2-hour weekend work is not considered a call out and will be paid at time and one half.
- 2. The General Manager must be notified by phone or text message before responding to a call out.
- 3. The on-call operator will respond within twenty (20) minutes of the General Manager approval.
  - a. If the General Manager cannot be reached the on-call operator will make his/her best judgement before responding.
  - b. The on-call operator will maintain an On-Call log that states the date and time called out, nature of work performed, address, and the date and time the call out was completed.
- 4. If an on-call operator fails to respond to a callout, he/she will be subject to disciplinary action.

## 4.0 (C) On-Call Vehicle Policy.

For matters of efficiency and, in order to expedite any after-hours or emergency callouts for the District, an on-call employee will have the GCSD truck at their disposal. This means they will have the vehicle with them for the entire period they are on call. If it is not convenient for an employee to leave their personal vehicle on the GCSD premises during their on-call period, the General Manager will assist in coordinating a solution.

## 4.0 (D) Use of GCSD Vehicle during On-Call Period.

When an emergency call-out occurs, the on-call employee is expected to respond within twenty (20) minutes. Understanding that after-hours callouts are intermittent and unpredictable, and to avoid unnecessary restrictions to the on-call employees, the following are guidelines for use of the GCSD vehicle:

- 1. In order to respond quickly and appropriately, the GCSD vehicle may be used by the on-call employee for personal activities, as long as those activities are within the district boundaries.
- 2. Judicious use of the vehicle by the on-call employee is expected.
- 3. The District will provide the on-call employee with a GCSD cell phone. Additionally, a cell phone booster is in the truck, making cell phone coverage available throughout the entire service territory.
- 4. At no time should anyone other than a GCSD employee be a passenger in the vehicle.
- 5. At no time, when operating the GCSD vehicle, should the on-call employee be under the influence of alcohol or drugs.
- 6. Employees are recommended to plan their regular personal activities to avoid possible conflicts with on-call callouts.

## 4.0 (E) Internet.

The District will provide the employees who are required to be on-call up to \$75.00 a month for Internet. The Internet will be used to communicate with the Scada system at the Wastewater Treatment Plant. If the cost is more that the allotted \$75.00, the difference will be deduction from the employee's paycheck.

## **4.1 GRIEVANCE PROCEDURE**

This policy applies to all regular employees, in all classifications. The purpose of this policy to provide a procedure by which employees may formally claim that they have been affected by a violation, misapplication or misinterpretation of a law, District policy, rule, regulation, or instruction. Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law, District Board of Directors' resolutions, ordinances or orders defined in Board Meeting minutes, including decisions regarding wages, hours and terms and conditions of employment.

#### 4.2 GRIEVANCE PROCEDURE STEPS

### **LEVEL I--PRELIMINARY INFORMAL RESOLUTION**

Any employee, who believes they have a grievance, shall present the evidence thereof orally to their immediate supervisor within five working days after the employee knew, or reasonably should have known, of the circumstances that form the basis for the alleged grievance. If the grievance is against their immediate supervisor or a board member, then the employee shall present the evidence to the Board Chairman (President). The immediate supervisor or Board Chairman (President) shall hold discussions and attempt to resolve the matter within three working days of the presentation of such evidence. It is the intent of this informal meeting that at least one personal conference be held between the employee and the immediate supervisor or Board Chairman (President).

## LEVEL II--GENERAL MANAGER

If the grievance has not been resolved at Level I, the grievant must present their grievance to the General Manager or Board Chairman (President), in writing, on a form provided by the District (attached hereto as Appendix "A"). This form must be submitted within ten working days of the occurrence giving rise to the grievance. The written statement shall include the following:

- A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction, deemed to be violated, misapplied, or misinterpreted.
- The circumstances involved.
- The decision rendered by the immediate supervisor at Level I (if applicable).
- The specific remedy sought.

The General Manager or the Board Chairman (President) shall communicate his/her decision within ten days of receiving the grievance. Decisions will be in writing, setting forth the decision, and the reasons therefore, and will be transmitted promptly to all parties of interest.

If the General Manager or the Board Chairman (President) does not respond within the specified time limits, the grievant may appeal to the next level. Time limits for appeal shall begin the day following receipt of written decision by the General Manager. Within the above time limits, either party may request a personal conference with the other.

#### **LEVEL III--BOARD OF DIRECTORS**

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision within five days, in writing, on a form provided by the District (attached hereto as Appendix "A") to the District Board of Directors. The statement will include a copy of the original grievance, a copy of the written decision by the General Manager and a clear, concise statement of the reasons for the appeal to Level III.

The Board of Directors, as soon as possible, at the next regular meeting, will review the grievance documentation, and determine if a formal hearing before the Board is warranted. The Board of Directors shall thereafter issue a formal, written decision.

## **4.3 BASIC GRIEVANCE RULES**

- If an employee does not present the grievance, or rendered decisions, within the time limits specified above, the grievance shall be considered resolved.
- By agreement, in writing, the parties may extend any and all-time limitations of the grievance procedure.
- The General Manager or the Board Chairman (President) may temporarily suspend grievance processing, on a District-wide basis, in an emergency situation.
- Employees covered by this policy may appeal this decision to the Board of Directors.
- A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.

## 5.0 SEXUAL HARASSMENT & DISCRIMINATION POLICIES

It is legally mandated, by State and Federal law, that employees have a right to work in an environment that is free from all forms of discrimination, including sexual harassment.

GCSD has a zero-tolerance for any form of discrimination, including but not limited to, race, religion, gender, sexual preference, physical appearance, age, ancestry, creed, physical or mental disability, medical condition, marital status, or place of national origin.

Sexual Harassment is generally defined as unsolicited and unwelcome sexual advances of a severe and/or pervasive nature be they written, verbal, physical and/or visual that usually occur when:

- Submission to particular conduct or communication is made a condition of employment, whether that suggestion is made explicitly or implicitly.
- Submission to, or rejection of, that conduct or communication by an employee is used as a basis for employment decisions affecting the employee; or,

• Such conduct or communication has the potential to affect an employee's work performance negatively and/or create an intimidating, hostile or otherwise offensive work environment.

Examples of Sexual Harassment examples are:

- Written: sexually suggestive or obscene letters, notes, or invitations
- Verbal: sexually derogatory comments, slurs, jokes, remarks, or epithets
- Visual: leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters.
- Physical: assault, attempted rape, impeding or blocking movement or touching.
- Other: Sexual advances which are unwanted, which may include situations that began as reciprocal attractions but later ceased to be reciprocal.
- Hazing: any employee subjected to any form of hazing if requests for sexual favors are not met.
- Benefits Withheld: any employee refused any type of benefit for refusal of request for sexual favors.
- Performance Report: any employee threatened with a poor performance evaluation, refusal of promotion, transfer or change of assignment for refusal of request for sexual favors
- Reprisals or Threats given after negative response to sexual advances.

Any employee, who believes they are the victim of sexual harassment, may file a formal or informal confidential complaint, without fear of reprisal or embarrassment. An informal complaint is made verbally by the employee to the General Manager. A formal complaint is made, in writing, using the *Employee Grievance Form* (attached hereto as Appendix "A." Said form should be submitted by the employee to the General Manager. Although submitting the formal complaint with the General Manager is preferred, the employee is free to submit the formal complaint to any supervisorial employee, or with the President of the Board of Directors, if the employee's immediate supervisor is the General Manager and the General Manager is unavailable or personally involved in said complaint.

#### 6.0 DISCIPLINARY POLICY

All employees of Gualala Community Services District (GCSD) are considered "**at will**." employees. This means, as previously stated in the *Personnel Manual*, an employee of the District has no civil service or other job guarantee. The General Manager has the authority to terminate employment, at any time, with or without cause. Contract employees are an exception to this policy, and they are bound by the terms of their contract.

This policy defines the disciplinary policies of the District and identifies expectations for employment. Although the General Manager may immediately terminate an employee for cause, the General Manager also has at his discretion the ability to utilize forms of discipline that are less severe than termination. Depending upon on the facts and circumstances involved in each situation, the General Manager may choose to initiate the disciplinary action he deems appropriate, up to and including immediate termination. Examples of less severe forms of discipline include corrective interview, written letter of warning, suspension, or other action, which will be addressed in this policy. Any of these steps may be taken at any time, as the General Manager deems appropriate.

#### 6.1 PROFESSIONAL CONDUCT

Employment is "at will," and all employees of GCSD must abide by certain rules of professional conduct, based on honesty, good taste, and the needs of the community it serves. Failure to comply with the rules of professional conduct, including but not limited to the following, may result in disciplinary action, up to and including immediate termination:

- Excessive tardiness or failure to be available during regular working hours.
- Absence without supervisory approval.
- Abuse of sick leave. Under certain circumstances, a doctor's note may be requested.

- Unacceptable or unsatisfactory performance of work responsibilities.
- Insubordination.
- Unprofessional or discourteous conduct directed toward a customer, fellow employee, or supervisor.
- Obscene, abusive, or vulgar language, gestures, or conduct.
- Misconduct, either during or outside work hours, which would cause discredit to GCSD.
- Possession of alcoholic beverages or any illegal or unauthorized drugs on the property of GCSD or appearing at the workplace under the influence of drugs and/or alcohol, or failure to behave in conformance with the requirements, as established under the Drug-Free Workplace Act of 1988.
- Failing random drug-testing.
- Altering or falsifying any employee, timekeeping or other records or documents.
- Falsifying or making omissions on an employment application.
- Misusing, destroying or damaging GCSD property and technology.
- Misappropriation of funds.
- Theft of GCSD property.
- Displaying behavior that could endanger oneself or others, whether intentional or unintentional.
- Willful violation of GCSD Safety Policies, as outlined in the Policy Manual.
- Violation of the GCSD sexual harassment or discrimination policies.

#### **6.2 AUTHORITY**

Unless stated otherwise herein, the General Manager has the authority to terminate or suspend the employment of any employee with or without pay.

#### 6.3 TECHNOLOGY RESOURCES - OWNERSHIP AND USE

GCSD provides a variety of information technology resources to assist in conducting the DISTRICT's business (e.g., computers, telephones, fax machines, email, internet connection services, etc.). Employee users are expected to utilize District equipment responsibly and may not misuse these resources in any way. The General Manager has the final determination of what activities may be conducted on District equipment. Some examples of misuse may include, but are not limited to:

- Participating in "social media" programs on District equipment (e.g., Facebook, LinkedIn, etc.).
- Importing or viewing pornography in the workplace.
- Using District equipment to violate GCSD policies (e.g., sexual harassment, discrimination, bullying, etc.).
- Participating in chat rooms, twitter or blogging sites.
- Installing unauthorized software.
- Allowing unauthorized users access to District equipment or technology.
- Posting information or commentary (whether or not proprietary) to any internet message board or chat room, regarding GCSD, its policies, or employees.

The term "users," as used in this policy, refers to all employees, independent contractors (even though they are not employees) and other persons or entities accessing or using GCSD's technology resources.

## **6.4 FORMS OF DISCIPLINARY ACTION**

The specific form of disciplinary action to be taken will be based upon the circumstances of each situation, as determined by the General Manager.

The Board of Directors shall implement any disciplinary action affecting the General Manager.

The following forms of disciplinary actions may be necessary to enforce work rules and standards of conduct:

## **COUNSELING (CORRECTIVE INTERVIEWS)**

When an employee has violated a rule or policy, or for some other reason requires supervisory attention, there may be a corrective interview. In this private interview, the General Manager will verbally counsel the employee concerning the reason(s) necessitating the interview and recommend corrective action. The reason for this interview should be documented by the General Manager, copied to the employee, and inserted into his/her personnel file.

#### **LETTER OF WARNING**

A letter of warning is a written statement of performance deficiencies or other problems that normally describe the corrective action or improvement expected to be made by the employee, and the timeframe within which it is to be made. The General Manager will place one copy of the letter in the employee's personnel file and provide the employee with a copy.

#### SUSPENSION

The General Manager has the authority to investigate any employee's conduct or other infractions. While the General Manager has the authority to immediately terminate an employee, he also has at his discretion the ability to utilize suspension, if he deems it appropriate:

If deemed appropriate by the General Manager, a suspension occurs when an employee is temporarily relieved from work, without pay, for a period of time. The employee must leave GCSD's premises and not return during the suspension period.

## 6.5 ENDING OR TERMINATION OF EMPLOYMENT (ALSO SEE SECTION 6.0)

#### **VOLUNTARY SEPARATION**

Voluntary separation from employment, at the employee's discretion, is considered a resignation. An employee may voluntarily terminate their employment, at any time, by submitting their resignation, in writing. GCSD requests, as a courtesy, that any employee who is resigning give at least 10 working days advance notice, in order to allow GCSD to plan for the departure.

- An exit interview will be conducted, prior to the last day of employment, by the General Manager. At this time, all GCSD property in the possession of the employee will be returned and noted.
- Upon resignation, the employee will be paid for all accrued, but unused annual paid leave, but not for accrued sick leave pay. Written confirmation of termination/resignation will be provided.

#### **INVOLUNTARY SEPARATION/DISCHARGE:**

Except when an employee has a current written contract with GCSD, approved by resolution of the Board of Directors, providing otherwise, employees of GCSD are employees "at will," for no specified period; and their employment can be terminated by GCSD at any time, with or without cause. Some examples of the way in which the employee relationship may involuntarily end, but are not limited to the following:

- Discharge: This involves involuntary separation from GCSD employment for disciplinary reasons, including but not limited to violations of GCSD rules, standards of conduct, or other policies. An employee discharged from GCSD is not eligible for rehire. GCSD may require an employee who has been discharged to leave the premises and to return all GCSD property to GCSD immediately upon being notified of such discharge. An employee terminated for disciplinary reasons will receive payment for all accrued annual leave, but not for accrued sick leave pay.
- Layoff. Layoff shall be construed as removal from a position because of the elimination of the
  position due to re-organization, reduction in funding or other administrative re-adjustment. Laid off

employees who have been employed more than one year shall receive two weeks discharge pay beyond the last day actually worked, plus any accrued paid time off, but not sick leave pays.

## **6.6 EMPLOYEE APPEAL POLICY**

If, after completing the *Grievance Procedure*, as outlined in the *Personnel Manual*, an employee feels the disciplinary action taken against him/her is unfair or unreasonable, they may appeal to the GCSD Board of Directors, in writing. The Board, at their discretion, may decide if further consideration of the appeal is warranted.

## Signature

I,	do hereby certify that I have
read and understand the Gualala Community Servi	ices District Personnel Policy
Manual dated	
X	

## APPENDIX "A"

# **EMPLOYEE GRIEVANCE FORM**Gualala Community Services District

Employee's Name:	Date _ :
Statement of grievance, including specific reference to deemed to be violated, misapplied, or misinterpreted	to any law, policy, rule, regulation and/or instruction :
Circumstances involved:	
Decision rendered by the informal conference:	
Specific remedy sought:	

## APPENDIX "B"

	A	innuai Evaiuatio	on Form
REVIEW PE	ERIOD:	_ to	DATE:
NAME:			DEPT:
TITLE:			_ HIRE DATE:
DATE STAR	RTED IN MOST RECEN	T POSITION:	
JOB KNOW	LEDGE		
0	of products, policies, and procedures, and materia	•	R knowledge of techniques, skills,
5	Expert in job, has thor	ough grasp of all	phases of job.

- Expert in job, has thorough grasp of all phases of job.
- 4 Very well informed, seldom requires assistance and instruction.
- 3 Satisfactory job knowledge; understands and performs most phases of job well, occasionally requires assistance or instruction.
- 2 Limited knowledge of job, further training required, frequently requires assistance or instruction.
- 1 Lacks knowledge to perform job properly.

## **QUALITY OF WORK**

Freedom from errors and mistakes. Accuracy, quality of work in general.

- Highest quality possible, final job virtually perfect. 5
- 4 Quality above average with very few errors and mistakes.
- 3 Quality very satisfactory; usually produces error free work.
- 2 Room for improvement, frequent errors, work requires checking & re-doing.
- 1 Excessive errors and mistakes, very poor quality.

## **QUANTITY OF WORK**

Work output of the employee.

- 5 High volume producer always does more than is expected or required.
- 4 Produces more than most, above average.
- 3 Handles a satisfactory volume of work, occasionally does more than is required.
- 2 Barely acceptable, low output, below average.

Extremely low output, not acceptable.

1

## **RELIABILITY**

The extent to which the employee can be depended upon to be available for work, do it properly, and complete it on time. The degree to which the employee is reliable, trustworthy, and persistent.

- 5 Highly persistent, always gets the job done on time.
- 4 Very reliable, above average, usually persists in spite of difficulties.
- 3 Usually gets the job done on time, works well under pressure.
- 2 Sometimes unreliable, will avoid responsibility, satisfied to do the bare minimum.

1 Usually unreliable, does not accept responsibility, gives up easily.

## **INITIATIVE AND CREATIVITY**

The ability to plan work and to go ahead with a task without being told every detail and the ability to make constructive suggestions.

Displays unusual drive and perseverance, anticipates needed actions, frequently suggests better ways of doing things.

- 4 Self-starter; proceeds on own with little or no direction, progressive, makes some suggestions for improvement.
- 3 Very good performance, shows initiative in completing tasks.
- 2 Does not proceed on own, waits for direction, routine worker.
- 1 Lacks initiative, less than satisfactory performance.

## **JUDGMENT**

The extent to which the employee makes decisions which are sound. Ability to base decisions on fact rather than emotion.

- 5 Uses exceptionally good judgment when analyzing facts and solving problems.
- 4 Above average judgment, thinking is very mature and sound.
- 3 Handles most situations very well and makes sound decisions under normal circumstances.
- 2 Uses questionable judgment at times, room for improvement.
- 1 Uses poor judgment when dealing with people and situations.

## **COOPERATION**

Willingness to work harmoniously with others in getting a job done. Readiness to respond positively to instructions and procedures.

- 5 Extremely cooperative, stimulates teamwork and good attitude with others.
- 4 Goes out of the way to cooperate and get along.
- 3 Cooperative, gets along well with others.
- Indifferent, makes little effort to cooperate or is disruptive to the overall group or department.

1 Negative and difficult to get along with.

## **ATTENDANCE**

Faithfulness in coming to work daily and conforming to scheduled work hours.

- 5 Always regular and prompt, **perfect attendance**, absent only in rare emergency.
- 4 Very prompt and regular in attendance, above average, pre-planned absences.
- 3 Usually present and on time, normally pre-planned absences.
- 2 Lax in attendance and/or reporting on time, improvement needed to meet required standards.
- Often absent without sufficient reason and/or frequently reports to work late or leaves early.

## **MANAGERIAL COMMENTS**

Noteworthy strong areas of present performance:		
Areas requiring improvement in job performance:		
What has the employee done to improve performance from the previous review?:		

<del></del>
Developmental Plans:
o what extent have previous plans been carried out?
<del></del>
Add all numerical values from each category) then divide by 8 (or 11, if supervisor section was
Overall Performance Rating:
PERFORMANCE RATING DEFINTIONS

## **DISTINGUISHED (5)**

Outstanding performance that results in extraordinary and exceptional accomplishments with significant contributions to objectives of the department, division, group, or company.

## **COMMENDABLE (4)**

Consistently generates results above those expected of the position. Contributes in an above average manner to innovations both technical and functional.

## **FULLY SATISFACTORY (3)**

Good performance with incumbent fulfilling all position requirements and may on occasion generate results above those expected of the position.

## **NEEDS IMPROVEMENT (2)**

Performance leaves room for improvement. This performance level may be the result of new or inexperienced incumbent on the job or an incumbent not responding favorably to instruction.

## MARGINAL (1)

Lowest performance level which is clearly less than acceptable, and which is obviously well below minimum position requirements. Situation requires immediate review and action. Revised July 1, 2024

improvement.		
EMPLOYEE COMMEN	S:	
SIGNATURES: Signatu	es acknowledge that this form was discussed and reviewed.	
Received by:	Approved by:	
Employee	Supervisor	
Date:	Date:	

Possible separation or reassignment is in order without significant and immediate performance

## APPENDIX "C"

## Appendix C Operations Pay Range

Classification	Pay Range
Operations Supervisor	\$37.18-\$45.21 Hourly
Operator 2	\$28.27-\$36.10 Hourly
Operator 1	\$21.80-\$26.51 Hourly
Operator in Training (OIT)	\$17.21-\$20.93 Hourly