



# Agenda

## San Miguel Community Services District

### BOARD OF DIRECTORS

John Green, President

Anthony Kalvans, Director

Gib Buckman, Director

Larry Reuck, Vice President

Travis Dawes, Director

**THURSDAY SEPTEMBER 15, 2016 6:00 P.M.**

### BOARD OF DIRECTORS SPECIAL MEETING AGENDA

**SMCSD Boardroom**

**1150 Mission St.**

**San Miguel, CA 93451**

**Cell Phones:** As a courtesy to others, please silence your cell phone or pager during the meeting and engage in conversations outside the Boardroom.

**Americans with Disabilities Act:** If you need special assistance to participate in this meeting, please contact the CSD Clerk at (805) 467-3388. Notification 48 hours in advance will enable the CSD to make reasonable arrangements to ensure accessibility to this meeting. Assisted listening devices are available for the hearing impaired.

**Public Comment:** Please complete a "Request to Speak" form located at the podium in the boardroom in order to address the Board of Directors on any agenda item. Comments are limited to three minutes, unless you have registered your organization with CSD Clerk prior to the meeting. If you wish to speak on an item not on the agenda, you may do so under "Oral Communications." Any member of the public may address the Board of Directors on items on the Consent Calendar. Please complete a "Request to Speak" form as noted above and mark which item number you wish to address.

**Meeting Schedule:** Regular Board of Director meetings are generally held in the SMCSD Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org)

**Agendas:** Agenda packets are available for the public inspection 72 hours prior to the scheduled meeting at the Counter/ San Miguel CSD office located at 1150 Mission St., San Miguel, during normal business hours. Any agenda-related writings or documents provided to a majority of the Board of Directors after distribution of the agenda packet are available for public inspection at the same time at the counter/ San Miguel CSD office at 1150 Mission St., San Miguel, during normal business hours.

- I. **Call to Order: 6:00 PM**
- II. **Pledge of Allegiance:**
- III. **Roll Call:**
- IV. **Adoption of Special Meeting Agenda**

**V. Public Comment and Communications (for items not on the agenda):**

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are limited to three minutes. Please complete a "Request to Speak" form and place in basket provided.

**VI. Public Comment and Communications:**

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are limited to three minutes. Please complete a "Request to Speak" form and place in basket provided.

**VII. BOARD ACTION ITEMS:**

- 1. Review and Discuss Approving **Resolution No. 2016-31** appropriating \$53,000 for purchase of a mini-excavator for Utility Services Department.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve **Resolution No. 2016-31** appropriating \$53,000 for the purchase of a mini-excavator for Utility Services Department.

**Public Comments:** (Hear public comments prior to Board Action)

M \_\_\_\_\_ S \_\_\_\_\_ V \_\_\_\_\_

- 2. Approve **Resolution No 2016-32** designating the General Manager as the District's representative for purposes of negotiating a Memorandum of Understanding agreement with San Luis Obispo County Employees Association

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve **Resolution No. 2016-32** designating the District's representative for purposes of negotiating a Memorandum of Understanding agreement with San Luis Obispo County Employees Association.

**Public Comments:** (Hear public comments prior to Board Action)

M \_\_\_\_\_ S \_\_\_\_\_ V \_\_\_\_\_

3. Discuss and Approve **Resolution No. 2016-10** adopting the District Drug & Alcohol Free Workplace Policy and Guidelines.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve **Resolution No. 2016-10** adopting District Drug & Alcohol Free Workplace Policy and Guidelines.

**Public Comments:** (Hear public comments prior to Board Action)

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

4. Discuss and Approve **Resolution No. 2016-30** adopting the Personnel

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve **Resolution No. 2016-30** adopting a comprehensive revision to District Personnel Guidelines and Policy Manual.

**Public Comments:** (Hear public comments prior to Board Action)

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

**X. BOARD COMMENT:**

This section is intended as an opportunity for Board members to make brief announcements, request information from staff, request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

**XIII. ADJOURNMENT**

**Time:** \_\_\_\_\_

ATTEST:

STATE OF CALIFORNIA )  
COUNTY OF SAN LUIS OBISPO ) ss.  
COMMUNITY OF SAN MIGUEL )

I, Tamara Parent, Account Clerk/Operations Coordinator of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSO office on September 14, 2016.

Date: September 14, 2016

*Tamara Parent*

\_\_\_\_\_  
Tamara Parent, Account Clerk II/Operations Coordinator

**NEXT BOARD MEETING IS SCHEDULED FOR SEPTEMBER 22, 2016 AT 5:00PM**



## San Miguel Community Services District Board of Directors

### Staff Report

September 15, 2016

**AGENDA ITEM: IX 4**

**SUBJECT:** Review and approve **Resolution No 2016-31** appropriating funding for the purchase of a Kubota U35 excavator at a cost not to exceed \$53,000.

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#### **STAFF RECOMMENDATION:**

Recommend that the Board approve **Resolution No 2016-31** authorizing financing to purchase the purchase of a Kubota U35 excavator from C&N Tractor at a cost not to exceed \$53,000 appropriating funding, if financing is unavailable to the District. Appropriation and funding will be from water and wastewater capital reserves, if not financed.

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#### **BACKGROUND:**

The Finance and Budget Committee reviewed and discussed this request at its September 8<sup>th</sup> meeting. This request was referred to Committee by the Board. Committee reviewed this request and recommended approval to the Board using financing at zero down and 0% interest rate over 60 months, if District qualifies. If financing is not available, then Committee recommended appropriating funds from Water and Wastewater Capital Reserves for this purchase.

The District currently does not have an excavator of any type to use for main or service line repairs or installing new mains or services. District has rented mini excavators over the years. The purchase of a mini excavator has been brought up numerous times but no Board decision has been made previously.

Presently, the District can pay, on average, \$250 per day for the rental and insurance plus up to \$100 delivery/ pickup depending on rental location and distance to District. In most cases, when Utility crew is repairing lines and services, it may be that an excavator is only needed for 1-2 hours. Digging up a main or service line, without an excavator, can take up to 6-8 hours. We normally rent the excavator for the entire day, since we cannot guarantee that work will be completed if the rental is picked up after a half day.

By owning our own equipment, down time that is spend waiting for equipment to arrive or be delivered would be reduced or avoided. Project work schedules can be planned or rescheduled

as needed not based on the availability of the equipment. District could reduce or avoid rental costs by “pooling” projects, so that we get the most use out of a single rental period.

The downside to a mini excavator is that it needs to be towed if travelling some distance for project. The existing utility truck can safely tow the equipment around town with the dump trailer purchased last year.

Staff can, by owning our excavator, allow us to effectively meet demands associated with emergencies, normal repairs and replacement work as it arises with more flexibility in project work scheduling.

At the August, 2016 board meeting, a question was raised whether a backhoe would be preferable over a Mini excavator. Although the backhoe is much easier to drive around town, it is larger and unable to be used on services in the alleys, where many repairs occur. The majority of repair work would need the compact versatility of a mini excavator.

Quotes were solicited from six vendors for new machines. We only received three back which are listed below. We attempted to get quotes from each of the different brands with preference on local vendors with the intent to service the equipment locally and to be able to provide delivery to the district.

The three quotes received all meet the requirements and specifications requested, though the District normally rents a Cat 303.5 for excavating work. This unit was the highest cost.

Quotes Received (sales tax included):

C&N Tractors	Kubota U35 Excavator	\$52,983, with angle blade	Total \$52,983
Coastline Equipment	John Deere 35G Excavator	\$52,488, angle blade \$2,500	Total \$55,194
Quinn Cat	Cat 303.5E2 Excavator	\$62,403, angle blade \$3,468	Total \$65,871

Quotes requested from:

C&N Tractors/ Kubota, Quinn Cat/ Cat, Bobcat of Chico, Case Tractor, Coastal tractor/ New Holland, Coastline Equipment/ John Deere.

All three of the machines proposed are durable and high quality machines that should last the district for an estimated 15-20 years.

Fiscal Impact:

If approved by the Board the cost of the excavator would not exceed \$52,983 which would be paid equally from water and wastewater capital reserves. Once this excavator is purchased, District could realize an estimated annual savings of \$8,000- \$10,000 in rental cost avoidance.

As discussed in the August Board meeting, it would also remove the need to rent an excavator for the installation of the water line on K Street leading to an immediate \$5,200 offset, if an immediate purchase is made at this time. When the Board approved the water line project on K Street, the equipment rental cost was removed and the Board indicated that the rental amount, \$5,200, could be used for this purchase.

(continued on next page)

**Staff Recommendation:**

Recommend that the Board approve **Resolution No 2016-31** authorizing financing to purchase the purchase of a Kubota U35 excavator from C&N Tractor at a cost not to exceed \$53,000 appropriating funding, if financing is unavailable to the District. Appropriation and funding will be from water and wastewater capital reserves, if not financed.

PREPARED BY:

*Kelly Dodds*

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Kelly Dodds, Utility Supervisor

APPROVED BY:

*Darrell Gentry*

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Darrell W. Gentry, General Manager

Attachment: Quotes from: C&N Tractor  
Coastline Equipment  
Quinn Cat

Resolution No 2016-31



**C & N TRACTORS**  
 2690 RAMADA DR. PASO ROBLES, CA 93446  
 PHONE (805) 237-3855 FAX (805) 237-3857



Quote: 7093.01  
 Created: 08/16/2016  
 Expires: 09/16/2016  
 Salesperson: JDS

SAN MIGUEL COMMUNITY  
 SERVICES DISTRICT  
 PO BOX 180  
 SAN MIGUEL, CA 93451

Customer: 73388  
 Phone: 805-467-3388

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**Unit Sale: 2016 KUB U35 EXCAVATOR**

35694.00

stock number: TEMP

4 TON MINI-EXCAVATOR  
 24.8HP 3 CYLINDER KUBOTA DIESEL ENGINE

**Unit Sale: ANGLE BLADE**

2306.00

stock number: TEMP

**Unit Sale: FACTORY CAB**

5767.00

stock number: TEMP

FACTORY CAB WITH HEAT & AIR CONDITIONING

**Unit Sale: QUICK COUPLER**

745.00

stock number: TEMP

**Unit Sale: 12" BUCKET**

794.00

stock number: TEMP

**Unit Sale: 18" BUCKET**

828.00

stock number: TEMP

**Unit Sale: 24" BUCKET**

1045.00

stock number: TEMP

**Unit Sale: HYDRAULIC THUMB**

2107.00

stock number: TEMP

**Now til September 30th, 2016 - \$0.00 down and 0.00% financing for up to 60 months on selected Kubota products.**

Sales Tax 3696.45

THANK YOU FOR YOUR CONTINUED PATRONAGE  
 WE APPRECIATE YOUR BUSINESS

**Total Sale \$52982.45**

I have been advised by C&N Tractors of the California Assembly Bill 1642 requiring spark arreators be installed on all engine powered equipment after January 1, 1974.  
 Re: Article No. 10 and No. 22  
 Construction, Safety, and General Safety Order became California State Law April 1, 1971, requiring rollover protective structures and seat belts. I have been told of this, and thereby relieve C&N Tractors of any obligation or liability involving operation of this machine.

Quote Id: 13923967

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Prepared For:  
**SAN MIGUEL FIRE DEPT**



Prepared By: **ALBERT FERNANDEZ**

COASTLINE EQUIPMENT COMPANY  
1950 Roemer Place  
Santa Maria, CA 93454

Tel: 805-922-8329

Fax: 805-922-4582

Email: [albert.fernandez@coastlineequipment.com](mailto:albert.fernandez@coastlineequipment.com)

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Date: 24 August 2016

Offer Expires: 23 September 2016

*Confidential*



**Quote Summary**

**Prepared For:**  
 SAN MIGUEL FIRE DEPT  
 1150 Mission St  
 San Miguel, CA 93451

**Prepared By:**  
 ALBERT FERNANDEZ  
 COASTLINE EQUIPMENT COMPANY  
 1950 Roemer Place  
 Santa Maria, CA 93454  
 Phone: 805-922-8329  
 albert.fernandez@coastlineequipment.com

**Quote Id:** 13923967  
**Created On:** 24 August 2016

**Expiration Date:** 23 September 2016

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 35G COMPACT EXCAVATOR	\$ 48,600.00 X	1 =	\$ 48,600.00
John Deere Extended Warranty-	\$ 0.00 X	1 =	\$ 0.00
<b>Equipment Total</b>			<b>\$ 48,600.00</b>

**Quote Summary**

Equipment Total	\$ 48,600.00
SubTotal	\$ 48,600.00
Sales Tax - (8.00%)	\$ 3,888.00
Total	\$ 52,488.00
<b>Balance Due</b>	<b>\$ 52,488.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 13923967

Customer: SAN MIGUEL FIRE DEPT

## JOHN DEERE 35G COMPACT EXCAVATOR

Equipment Notes: POPOSAL INCLUDES GOVERNMENTAL  
DISCOUNT AND CASH DISCOUNT.

Hours:

Stock Number:

Description	Qty
35G COMPACT EXCAVATOR	1

**Standard Options - Per Unit**

12 in. (300 mm) Rubber Track	1
Suspension Seat - Cloth	1
Standard Arm 4 ft. 4 in. (1.32 m)	1
ROPS / FOPS Cab with Heater & Air Conditioner	1
Quick Coupler	1
12", 18", & 24" Buckets	1
Hydraulic Thumb	1

**Service Agreements**

John Deere Extended Warranty -

**Other Charges**

Freight	1
Setup	1



### Extended Warranty Proposal

**JOHN DEERE 35G COMPACT EXCAVATOR**

Date : August 24, 2016

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Application	Construction	Deductible	\$ 0.00
Equipment Type	35G COMPACT EXC	Coverage	Power Train & Hyd.	List	\$ 0.00
Model	35G COMPACT EXC	Total Months	36		
Country		Total Hours	2000		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

**Extended Warranty Proposal Prepared for:**

I have been offered this extended warranty and

Customer Name - Please Print

I ACCEPT the Extended Warranty

I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

**What Extended Warranty is :**

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

**What Extended Warranty is not :**

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

**Features/Benefits:**

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

**JOHN DEERE 35G COMPACT EXCAVATOR**
**Date:** August 24, 2016

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Application	Coastline Fleet Care	Deductible	\$ 0.00
Equipment Type	35G COMPACT EXC	Coverage	500 & 1000 Hour Service	List	\$ 2,879.00
Model	35G COMPACT EXC	Total Months	0		
Country		Total Hours	0		

**John Deere Preventative Maintenance Proposal Prepared for:**

I have been offered this Preventative Maintenance agreement and

 -----  
 Customer Name - Please Print

 I ACCEPT John Deere Preventative Maintenance

 I DECLINE John Deere Preventative Maintenance

 -----  
 Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

**Note :** This is **not** a contract. For specific John Deere Preventative Maintenance coverage terms and conditions, please refer to the actual John Deere Preventative Maintenance contract for more information and the terms, conditions and limitations of the agreement.

# The Part is **IN STOCK** or it's **FREE!**

**That's the CounterParts Promise from Coastline Equipment and it's the strongest parts-availability promise in the industry.**

There are the times when next-morning parts-availability just isn't good enough! Coastline Equipment has the part you need in-stock so you can get back to work. Now!

***Downtime is a lot less threatening with the Coastline CounterParts program!*** Coastline Equipment has set a new benchmark for parts-availability. We have defined a must-have list of parts.

***We promise you, if your Coastline branch does not have the part IN STOCK when you order it, it will be there the next day, and it will be Free!***

**The CounterParts promise applies to a list of specific parts that include:**

- Parts that have put your machine down, but that can be installed in two hours or less, such as hydraulic hoses, starters, alternators, water pumps, turbochargers, injectors, relays, solenoids, switches, and relief valves.
- Parts you need for routine maintenance such as fluids, filters, lubricants, adhesives, and batteries.
- Wear parts such as bucket teeth and cutting edges.

Every new machine bought or rented from Coastline Equipment is covered by the **CounterParts promise!**  
*This promise covers the machine for three years from the*

*first sale or RPO with no limitation on hours and is available only through Coastline Equipment.*

## **The CounterParts Promise:**

- Applies only to new machines purchased from Coastline Equipment.
- Is valid only at the selling location.
- Begins on the date of sale or first RPO occurring on or after September 1, 2008.
- Extends for three years with no limit on hours.
- Covers the original purchaser only and is not transferable.
- Covers a specific list of parts.
- May be discontinued for future machine sales without notice.

Coastline Equipment will supply you with the list.

<b>COUNTER PARTS MODELS</b>	670G-872G Motorgraders
210K-210KEP Landscape Loaders	250DII-460E ADTs
310-710 J&K Backhoe Loaders	75D-870GLC Excavators
450-1050 J&K Crawler Dozers	313-332 D&E Skidsteers
605K-755K Crawler Loaders	315-333 D&E CTLs
244J-844KII 4WD Loaders	17-60 D&G Compact Excavators

The CounterParts promise isn't about giving away free parts. It is about making sure that the parts you expect to be in stock will be in stock where they will do you the most good... at Coastline Equipment. At Coastline we take seriously our responsibility to provide our customers with the best parts availability in the construction equipment business.

**Count on CounterParts and Coastline Equipment!**



[www.coastlineequipment.com](http://www.coastlineequipment.com)

**LONG BEACH**  
6188 Paramount Blvd.  
(562) 272-7400

**SANTA ANA**  
3216 Westminster Ave.  
(714) 265-5500

**OXNARD**  
1930 E. Lockwood St.  
(805) 485-2106

**SYLMAR**  
12435 Foothill Blvd.  
(818) 890-3353

**SANTA MARIA**  
1950 Roemer Place  
(805) 922-8329

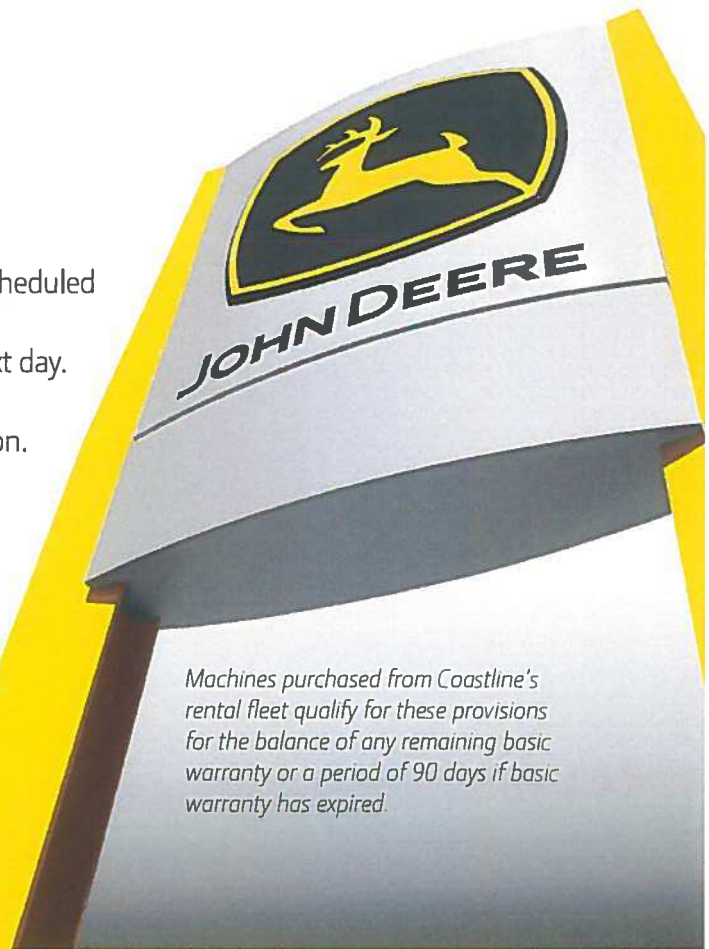
**BAKERSFIELD**  
4252 Saco Road  
(661) 399-3600

# Coastline Equipment



***Included with the purchase of any new or rental John Deere/Hitachi CWP machine.  
Effective March 1, 2015.***

- Pre-delivery inspection and customized set-up.
- Delivery walk-around with the customer.
- Machine loaner during basic warranty.
- Four hour guaranteed response time for warranty repairs.
- No travel time or mileage charges during basic warranty.
- Warranty repairs performed by factory certified technicians.
- Genuine John Deere parts and fluids provided for the first scheduled service.
- CounterParts Promise – the part is in stock or its free the next day.
- Basic warranty for 12 months, unlimited hours.
- 25 point machine inspection prior to basic warranty expiration.
- Optional customized PM agreements.
- Optional customized extended warranties.



*Machines purchased from Coastline's rental fleet qualify for these provisions for the balance of any remaining basic warranty or a period of 90 days if basic warranty has expired.*



[coastlineequipment.com](http://coastlineequipment.com)

**Bakersfield**  
4252 Saco Rd  
(661) 399-3600

**Long Beach**  
6188 Paramount Blvd  
(562) 272-7400

**Oxnard**  
1930 E. Lockwood St.  
(805) 485-2106

**Santa Maria**  
1950 Roemer Place  
(805) 922-8329



**JOHN DEERE**

## 35G

### 500 Hour Service

#### Service Actions

- Lubricate swing bearing
- Lubricate swing bearing gear
- Change hydraulic filter element
- Check battery electrolyte level & tighten terminals
- Check bucket teeth
- Check coolant level
- Check fan belt tension & wear
- Check hydraulic oil level
- Check seat belt(s)
- Check track sag
- Check travel gearbox oil level
- Clean radiator fins
- Drain & clean water separator/final fuel filter of water & sediment
- Drain fuel tank sump
- Drain hydraulic tank sump
- Lubricate blade
- Lubricate bucket & link pins
- Lubricate control lever universal joint
- Lubricate front joint pins
- Change engine oil & filter element
- Change fuel filter(s)
- Test engine oil
- Test hydraulic oil
- Test travel gearbox oil

### 1000 Hour Service

#### Service Actions

- Change air cleaner element(s)
- Change cab air & recirculation filters
- Replace pilot control filter
- Change fuel filter(s)
- Change hydraulic filter element
- Change travel gearbox oil
- Check battery electrolyte level & tighten terminals
- Check bucket teeth
- Check coolant & add conditioner or extender
- Check coolant level
- Check engine valve clearance
- Check fan belt tension & wear
- Check hydraulic oil level
- Check seat belts(s)
- Check starter & alternator operation
- Check track sag
- Clean radiator fins
- Drain & clean water separator/final fuel filter of water & sediment
- Drain fuel tank sump
- Drain hydraulic tank sump
- Lubricate blade
- Lubricate bucket & link pins
- Lubricate control lever universal joint
- Lubricate front joint pins
- Lubricate swing bearing
- Lubricate swing bearing gear
- Change engine oil & filter element
- Test engine oil
- Test hydraulic oil
- Test travel gearbox oil

*\* Includes All Parts, Labor, Disposal Fees*

*And Travel Charges To Jobsites \**

*In Los Angeles, Orange, Ventura, Santa Barbara,*

*San Luis Obispo & Kern Counties*



Quote 118067-01

August 17, 2016

SAN MIGUEL COMMUNITY SERVICE DISTRICT  
ATTN: ACCOUNTS PAYABLE  
P O BOX 180  
SAN MIGUEL  
California  
93451

Attention: KELLY DOBBS

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

**CATERPILLAR INC. Model: 303.5E2 Excavator**

**STOCK NUMBER: NS0005830**

**SERIAL NUMBER: 0JWY00662**

**YEAR: 2016**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for all of 2016, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me at 805-310-9296 or [dneedelman@quinncompany.com](mailto:dneedelman@quinncompany.com).

Sincerely,

Dave Needelman  
Machine Sales Representative



**CATERPILLAR INC. Model: 303.5E2 Excavator**

**STANDARD EQUIPMENT**

**POWERTRAIN**

CAT C1.7 Diesel Engine Tier 4 Final  
 Rated Net Power Under 19kw  
 NTE Emmisions Compliance for US/EU  
 Automatic Engine Idle

Automatic Swing Parking Brake  
 Automatic Two Speed Travel  
 Fuel and Water Separator

**ELECTRICAL**

12 Volt Electrical System  
 60 Ampere Alternator  
 650 CCA Maintenance Free Battery  
 Fuse Box

Ignition Key Start / Stop Switch  
 Slow Blow Fuse  
 Warning Horn

**OPERATOR ENVIRONMENT**

100% Pilot Control Ergonomic Joysticks  
 Adjustable Arm Rests  
 Anti-theft System  
 COMPASS: Complete, Operation,  
 Maintenance Performance and  
 Security System  
 -Multiple Languages

Cup Holder  
 Digital Liquid Crystal Monitor  
 Hydraulic Neutral Lockout System  
 Literature Holder  
 Travel Control Pedals with Hand Levers  
 Washable Floor Mat

**OTHER STANDARD EQUIPMENT**

1-way and 2-way (combined function)  
 Accumulator Certification  
 Auxiliary Hydraulic Lines  
 Adjustable Auxiliary Hydraulics  
 Auxiliary Line Quick Disconnects  
 Caterpillar Corporate "One Key" System  
 Continuous Flow  
 Door Locks  
 Dozer Blade with Float Function  
 Hydraulic Oil Cooler  
 High Definition Hydraulics  
 Load Sensing/Flow Sharing

Lockable Fuel Cap  
 Roll Over Protective Structure (ROPS)  
 (ISO 12117-2)  
 Swing Boom Design  
 Swivel Guard  
 Tie Down Eyes on Track Frame  
 Tip Over Protective Structure (TOPS)  
 (ISO 12117)  
 Tool Storage Area  
 Top Guard - ISO 10262 (Level 1)  
 Towing Eye on Base Frame  
 Work Lights

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>	<b>List Amount</b>
303.5E2 HYD EXCAVATOR MA3	460-7679	\$62,670.00
COOLING, HIGH AMBIENT	379-6419	
CONTROL PATTERN CHANGER	397-7122	
ALARM, TRAVEL	419-4783	
MIRROR, CAB, RIGHT	428-7870	
SEAT FABRIC HIGH BACK SUSP	428-7874	
BELT, SEAT, 3" RETRACTABLE	434-2092	
303.5 HYDRAULIC EXCAVATOR	452-5617	
CAB W/ AIR CONDITIONER	456-2641	
STICK PKG LONG W/O 2ND AUX	463-9121	
LINES, AUXILIARY, LONG STICK	379-4725	
LINKAGE BUCKET W/ LIFTING EYE	397-7072	
LINES, BUCKET, LONG STICK	415-5072	
HYDRAULICS STD W/O 2ND AUX	463-8013	
STICK, LONG, HEAVY DUTY	464-8571	
LINES, BOOM	397-7081	
TRACK, RUBBER BELT	436-2486	
BATTERY, DISCONNECT	453-4770	\$125.00
DRAIN, ECOLOGY	379-4727	\$81.00
BLADE, 70", WELD-ON	463-8030	
SERIALIZED TECHNICAL MEDIA KIT	421-8926	
LINES, QUICK COUPLER (LONG)	425-8086	\$1,480.00
CAMERA, REAR VIEW	460-7683	\$375.00
SHIPPING/STORAGE PROTECTION	0P-2266	
PACK, DOMESTIC TRUCK	0P-0210	
LINES, STICK	397-7061	
RADIO	432-2774	\$310.00
INSTRUCTIONS, ANSI	461-4576	
FILM, QUICK COUPLER, ANSI	397-7142	
COUPLER, PG, HYD, DUAL LOCK	361-1095	\$2,408.00
THUMB, HYDRAULIC	452-2740	\$2,403.00
BUCKET, 12", 1.7 CFT, HD	464-9900	\$908.00
BUCKET, 18", 2.9 CFT, HD	464-9902	\$1,014.00
BUCKET, 24", 4.2 CFT, HD	464-9904	\$1,139.00

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Manufacture Suggested Selling Price	\$72,751.00
Less Quinn Company Discount	\$-14,701.00
<b>Net Balance Due</b>	<b>\$58,050.00</b>
State Sales Tax (7.5%)	\$4,353.75
<b>After Tax Balance</b>	<b>\$62,403.75</b>

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**WARRANTY**

Standard Warranty: 12 Months Full Machine  
Extended Warranty: 36 Month 1,500 Hour Powertrain & Hydraulics

**F.O.B/TERMS**

Delivered to the CSD Yard

**ADDITIONAL CONSIDERATIONS**

- In Stock delivery within 1 week from order date

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



**RESOLUTION NO. 2016-31**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT  
APPROVING PURCHASE OF A MINI-EXCAVATOR AND AUTHORIZING THE USE  
OF FINANCING OPTION IN LIEU OF USING CAPITAL RESERVES**

**WHEREAS**, the Board of Directors of the San Miguel Community Services District (“District”) recognizes a need to provide District operational equipment in a manner that is cost effective, and

**WHEREAS**, the Board of Directors reaffirms a Finance & Budget Committee recommendation to finance, rather than outright purchase of new mini-excavator machine for the Utility Services operations equipment inventory and use, and

**WHEREAS**, the Board of Directors has determined that the bidding process resulted in highly competitive quotes that met all District bid specifications, after reviewing the staff analysis and provided information that financing, rather than purchase, of the mini-excavator is the most efficient cost to obtain this equipment.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the San Miguel Community Services District authorizes the expenditure as follows:

- To acquire a Kubota U35 excavator from C & N Tractor as the lowest, qualified low bidder submitted at a not-to-exceed cost of \$53,000. If the District does not qualify for financing option, then the Board hereby appropriates these funds from Water and Wastewater Capital Reserves for the not-to-exceed cost identified above.

**PASSED AND ADOPTED** by the Board of Directors of the San Miguel Community Services District at a regular meeting held on this 15<sup>th</sup> day of September, 2016.

On the motion of Director \_\_\_\_\_ to authorize and approve the acquisition of a new mini-excavator machine as described in written September 15, 2016 staff report, Seconded by Director \_\_\_\_\_, and by the following roll call vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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John Green, President  
San Miguel Community Services District  
Board of Directors

(continued on next page)

**ATTEST:**

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Darrell W. Gentry, General Manager  
and Secretary to the Board

**APPROVED AS TO FORM:**

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Doug White, General Counsel



# San Miguel Community Services District Special Board Meeting

## Staff Report

September 15, 2016

AGENDA ITEM:       VII. 2      

**SUBJECT:** Approve **Resolution No 2016-32** designating General Manager and District General Counsel as District representatives with Board authorization to negotiate a tentative Memorandum of Understanding agreement with San Luis Obispo County Employees Association

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### STAFF RECOMMENDATION:

Approve **Resolution No 2016-32** designating the General Manager and District General Counsel as the District's representative authorized to negotiate a tentative Memorandum of Understanding agreement with San Luis Obispo County Employees Association

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### BACKGROUND:

The Board of Directors (Board) approved Resolution No. 2012-07 on March 22, 2012 recognizing the San Luis Obispo County Employees Association (SLOCEA) as the exclusive bargaining agent for the then newly formed bargaining units for non-management, non-confidential and non-management confidential units within the District.

The Board, previously, reviewed a tentative MOU agreement but left a decision pending for possibility of further negotiation with SLOCEA. No further Board action or decision has taken place regarding this tentative MOU. This previous MOU agreement had described the agreement term of 2 years which would expire in June 2017 unless a new agreement were enacted prior to that expiration.

Prior negotiations between SLOCEA and District negotiators took approximately 8-9 months for tentative agreement terms to be concluded for Board's final approval. It is estimated that any new round of negotiations would be approximately the same in terms of number of months. Therefore, it is prudent to consider initiating negotiations for a MOU agreement now rather than waiting.

Staff is seeking Board authorization to designate an authorized negotiator(s) to proceed with said MOU agreement negotiations. Additionally, the Board should consider designating the General Manager and/or District General Counsel as authorized negotiators on behalf of the District with

power to negotiate a tentative agreement and terms. The attached resolution authorizes the General Manager and District General Counsel to meet and confer with the purposes of presenting a negotiated tentative Memorandum of Understanding agreement with SLOCEA for Board approval.

**STAFF RECOMMENDATION**

Approve **Resolution No 2016-32** designating General Manager and District General Counsel as District representatives with Board authorization to negotiate a tentative Memorandum of Understanding agreement with San Luis Obispo County Employees Association.

PREPARED BY:

*Darrell W. Gentry*  
General Manager

Attachment: Resolution No. 2016-32

**RESOLUTION NO. 2016-32**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT DESIGNATING THE GENERAL  
MANAGER AND DISTRICT GENERAL COUNSEL AS THE DISTRICT  
REPRESENTATIVES FOR PURPOSES OF NEGOTIATING A MEMORANDUM OF  
UNDERSTANDING AGREEMENT WITH THE SAN LUIS OBISPO COUNTY  
EMPLOYEE'S ASSOCIATION**

**WHEREAS**, San Miguel Community Services District ("SMCSD") recognized the San Luis Obispo County Employee Association ("SLOCEA") on February 9, 2012 as the bargaining unit representative for District non-management, non-confidential and non-management confidential units, and

**WHEREAS**, ("SMCSD") Board of Directors ("Board") has determined to provide notice to SLOCEA to meet and confer regarding negotiation of a memorandum of understanding agreement for said bargaining units of the District, and

**WHEREAS**, the Board hereby designates the General Manager and District General Counsel as its management representative for purposes of negotiating with SLOCEA in the meet and confer process regarding a tentative memorandum of understanding agreement subject to Board approval for a final MOU agreement for affected bargaining units of the District, and

**NOW THEREFORE, BE IT RESOLVED**, the Board does, hereby, adopt this Resolution for purposes specified herein.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 15<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
John Green, Board President

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Darrell W. Gentry, General Manager and  
Secretary to the Board

\_\_\_\_\_  
Doug White, District General Counsel





## San Miguel Community Services District Board of Directors Staff Report

September 15, 2016

AGENDA ITEM: VII. 3

**SUBJECT: District Drug & Alcohol Free Workplace Policy and Guidelines**

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### **STAFF RECOMMENDATION:**

Discuss and approve **Resolution No. 2016-10** adopting the District Drug & Alcohol Free Workplace Policy and Guidelines.

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### **BACKGROUND:**

The Drug & Alcohol Free Workplace Policy and Guidelines ("Guidelines") have been reviewed by the District's Organization & Personnel Committee ("Committee") as well as reviewed by District General Counsel for compliance with state and federal laws. Additionally, District has also provided a copy of the Guidelines to San Luis Obispo County Employees Association ("SLOCEA") and held a meet and confer session with SLOCEA representatives in a good faith effort to address their questions and concerns. This meet and confer was held on August 5, 2016 at SLOCEA's offices.

SLOCEA representatives provided comments and suggested changes at the meet and confer meeting for District consideration. The District has reviewed and noted some modifications to these Guidelines, but rejected some proposed language changes presented by SLOCEA. The agreed changes are provided in red-line format and are as follows:

The District continues to disagree with the proposed language for "Last Chance Agreement" ("Agreement") as presented by SLOCEA, but has agreed to use and include a "Last Chance Agreement" language and document form to be included as a part of these Guidelines, Section 3.8.1. The District maintains a management right to enforce a stricter standard for any Agreement by allowing for immediate discharge of an employee that violates the terms of said Agreement. District believes that this standard is appropriate for specific and key safety-sensitive positions.

District has also agreed to clarify Section 4.2, "Off the Job Conduct" language to remove some confusing language. Furthermore, the District agrees to SLOCEA's changes proposed for Section 5.0, "Confidentiality".

District has agreed to simplify Sections 3.5, 3.6 and 3.7 by consolidating said sections as a part of subsections of Section 3.4 with appropriate renumbering of all policy sections thereafter. The

District has reviewed Section 3.5.4, “Effects of Criminal Convictions” and determined to retain and renumber this Section as a part of this policy document.

District Board members were given the opportunity to review and provide feedback to the Guidelines prior to the September 15, 2016 Special Meeting. District General Counsel received a recommendation to draft a proposed “Last Chance Agreement” to attach to the Guidelines. Another Board member concern pertains to how the District will handle employees with criminal arrests or convictions that occurred while off-duty. Specifically, sections 3.6.3 and 4.2 limit discipline for criminal convictions to District-related activities and employment. District General Counsel has been advised of these changes and has provided appropriate legal authority by way of a legal memorandum and recommendations for changing the language, which pertains to these sections.

Attached is a final redlined version of the District Drug & Alcohol Free Workplace Policy and Guidelines that includes some modifications suggested by SLOCEA, but not all.

This document has also included Committee and District General Counsel input for state and federal law conformance. These Guidelines are the first of this kind for the District. The Guidelines requires pre-hiring, random and reasonable suspicion testing of District personnel and institutes policies and practices addressing drug & alcohol uses that could negatively impact a person as well as District personnel and workplace operations.

**Staff Recommendation:**

Staff recommends the Board accept the Committee’s recommendation to approve **Resolution No. 2016- 10** adopting District Drug & Alcohol Free Workplace Policy and Guidelines.

PREPARED BY:

*Darrell W. Gentry*

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General Manager

Attachment: 1. Resolution No. 2016-10  
2. District Drug & Alcohol Free Workplace Policy and Guidelines

**RESOLUTION NO. 2016-10**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT ADOPTING DISTRICT DRUG & ALCOHOL FREE  
WORKPLACE GUIDELINES AND PROCEDURES AND RESCINDING ANY AND ALL PREVIOUS  
RELATED POLICIES AND PROCEDURES FOR DRUG & ALCOHOL**

**WHEREAS**, the State Government Code Section 54202 provides that every local agency may adopt policies and procedures to establish and maintain a workplace that is free of illegal drugs and alcohol and to discourage said drug and alcohol abuse; and

**WHEREAS**, the District Board of Directors (“Board”) has determined that these guidelines and procedures are in conformance with all provisions of state law governing the establishment and maintenance of drug and alcohol free workplace and shall be in effect as of the date of adoption of this Resolution; and

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Directors of the San Miguel Community Services District hereby determine the need to adopt drug and alcohol free workplace guidelines and procedures that are duly established for the purpose of governing and maintaining a drug & alcohol free workplace as set forth in the attached Exhibit “A” entitled District Drug & Alcohol Free Workplace Guidelines and Procedures.

**BE IT FURTHER RESOLVED**, this Resolution shall remain in full force and effect until rescinded or replaced by the Board resolution or ordinance.

**PASSED AND ADOPTED** by the Board of Directors on a motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ by the following roll call vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 15<sup>th</sup> of September, 2016.

\_\_\_\_\_  
John Green, President  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Darrell W. Gentry, General Manager  
and Secretary to the Board

\_\_\_\_\_  
Doug White, District General Counsel



**SAN MIGUEL COMMUNITY  
SERVICES DISTRICT**  
**(as recommended by O & P Committee 2-25-2016)**

**DRUG AND ALCOHOL FREE WORKPLACE  
GUIDELINES AND POLICIES**

Adopted: \_\_\_\_\_

Resolution:

## SECTION 3.0

### DRUG AND ALCOHOL FREE WORKPLACE GUIDELINES AND POLICIES

#### SECTION 3.1 PURPOSE

It is the intent and purpose of the San Miguel Community Services District (“District”) to establish and maintain a workplace that is free of illegal drugs and alcohol, and to discourage drug and alcohol abuse by its Employees, interns, and volunteers.

The District has a vital interest in maintaining a safe and efficient working environment and working conditions for all Employees, interns, and volunteers. Substance abuse is incompatible with health, safety, efficiency and success at the District.

Employees, interns, or volunteers who are under the influence of a drug or alcohol on the job compromise the District’s interests and endanger their own or other workers health and safety. Substance abuse in the workplace can also cause a number of other work-related problems, including but not limited to: absenteeism and tardiness, substandard job performance, behavior that is disruptive to other Employees, volunteers or members of the public, increasing workloads for co-workers, disruptions of citizen relations, delays in the completion of jobs by virtue of their absenteeism, tardiness, behavior or substandard job performance.

#### SECTION 3.2 DEFINITIONS

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

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**3.2.2 Employee**—for the purposes of these Guidelines means any individual who works for the benefit of the District including, but not limited to, permanent Employees, independent contractors, interns, volunteers, temporary Employees, and seasonal Employees.

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**3.2.3 Guidelines**—means Section 3.0: “Drug and Alcohol Free Workplace Guidelines and Policies” ~~of the “Administration Policies and Procedures of the San Miguel Community Services District.”~~

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**3.2.4 Illegal Drugs or Other Controlled Substances**—means (a) any drug or substance that is not legally obtainable or obtained, or (b) is legally obtainable but has not been legally obtained, or (c) has been legally obtained but is being sold or distributed unlawfully.

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

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**3.2.6 Possession**—means that an Employee has the substance on his or her person or otherwise under his or her control.

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**3.2.7 Reasonable Suspicion**—includes a suspicion that is based on specific personal observations, such as direct observation of drug or alcohol use, an Employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor, or information provided to management by an Employee, by law enforcement officials, by a security device or service, or by other persons and as verified by two (2) persons trained in reasonable suspicion methods. The Board of Directors and the General Manager shall be required to be trained in reasonable suspicion methods.

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### SECTION 3.3 EMPLOYEES AND VOLUNTEER COOPERATION

Early detection of substance-abuse problems benefits everyone. It benefits the Employee with the substance-abuse problem because he or she is given the opportunity to correct the problem before it leads to serious harm to the Employee or other persons. There is benefit to Employee's co-workers, who otherwise might be exposed to serious injury or have to carry an extra burden by assuming added assignments or tasks that the substance abuser is or might be responsible to perform. The District benefits by providing an opportunity to prevent accidents and avoid work performance problems and other losses that might be associated with or attributable to substance abuse or abusers. Accordingly, all Employees should understand that co-workers with substance-abuse problems should be encouraged to seek assistance from the Employee Assistance Program (see Section 6.0 of these Guidelines).

### SECTION 3.4 PROHIBITED CONDUCT

The prohibitions of this section apply whenever the interests of the District may be adversely affected, including any time the Employee is:

- 1) ~~1) On District premises or District owned property or at facilities owned by the District;~~
- 2) ~~2) Conducting or performing District business, regardless of location;~~
- 3) ~~3) Operating or is responsible for the operation, custody or care of District equipment or motorized vehicles and equipment and other property; or~~
- 4) ~~4) Responsible for the safety of other District Employees.~~

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#### ~~SECTION 3.4.13.5 ALCOHOL Alcohol—The~~

~~The following acts are prohibited and will subject an Employee to discipline, up to and including discharge:~~

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

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~~SECTION 3.6~~ ~~3.4.2 ILLEGAL DRUGS~~ Illegal Drugs

The following acts are prohibited and will subject an Employee to discipline, up to and including discharge:

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

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~~SECTION 3.7~~ ~~3.4.3 Legal Drugs~~ LEGAL DRUGS ~~The~~

The following acts are prohibited and will subject an Employee to discipline, up to and including discharge:

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

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**SECTION 3.85 DISCIPLINARY ACTION(S)**

**SECTION 3.85.1 Discharge-Discipline for Violation of Guidelines and Policies**

1) ~~1)~~ Any violation of these Guidelines ~~and Policies~~ will result in ~~immediate termination of employment~~ imposition of disciplinary proceedings, up to an including discharge, in accordance with the District's Personnel Guidelines. District may consider rehiring an Employee, who has violated these policies, after thirty (30) days, if the Employee can provide written proof or a medical professional's written statement after completion an approved, certified rehabilitation program.

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2) In lieu of discipline being imposed for a violation of this policy, the District employee, and exclusive representative may mutually agree to a "last chance"

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employment agreement, whereby the District will not terminate or discipline the employee in exchange for the employee's agreement to participate in a substance abuse treatment program and random drug testing. The "last chance" agreement will be imposed for a period not exceeding forty-five (45) days. The goal of such agreement is to insure the employee's full compliance with this policy, and any violation will result in an immediate termination of employment. The specific terms of the agreement will be decided by mutual agreement of the parties.

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A violation of the terms of any "last chance" employment agreement will result in the immediate termination and permanent separation of employment.

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3) Any volunteer or intern found to be in possession of any substance prohibited under this section, or is at reasonable suspicion for violating these Guidelines shall be removed from volunteer or intern status and if actions represent a potential violation of county, state and/or federal law, District shall refer the volunteer's or intern's name and address to law enforcement. Volunteer or intern shall be immediately barred from participating as a District volunteer or intern.

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~~2) Rehire of terminated Employee could be considered if the following stipulation is completed by said Employee: the terminated Employee shall be required to a re-hire, written and signed agreed to stipulations specifying that the Employee, if offered an opportunity for re-hire, will be subject to:~~

~~(a) a rehire probationary period status of employment of one (1) to five (5) years and subject to random drug testing in accordance with these Guidelines;~~

~~(b) must provide District with proof of completion of a certified rehabilitation program;~~

~~(c) all vacation, sick leave, comp time off accruals shall commence with the re-hire date, not from prior employment status or period; and~~

~~(d) Employee shall comply with these Guidelines for pre-hire, random and reasonable suspicion testing provision specified hereto and any further violation will result in a permanent termination of employment.~~

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~~3) A second violation of these Guidelines at any time will result in the immediate termination and permanent separation of employment.~~

~~4) Any volunteer or intern found to be in possession or is at reasonable suspicion for violating these Guidelines shall be removed from volunteer or intern status and if actions represent a potential violation of county, state and/or federal law, District shall refer the volunteer's or intern's name and address to law enforcement. Volunteer or intern shall be immediately barred from participating as a District volunteer or intern.~~

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#### **~~SECTION 3.8.2 Discretion to Not Discharge~~**

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~~The District, in the sole discretion of management, may suspend and reinstate an Employee after thirty (30) days without pay and not discharge an Employee for a first~~

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~~violation of these Guidelines if the Employee agrees to participate in and completes an approved or certified drug, substance or alcohol abuse assistance or rehabilitation program.~~

**SECTION 3.85.32 Information for Rehabilitation Programs**

District may provide information about where an Employee can find approved or certified rehabilitation programs. Employee is solely responsible for program costs. Prior to Employee's enrollment or registration in said program, the District management must approve the assistance or rehabilitation program. Employee is required to agree to a stipulated agreement subject to the provisions of Section 3.8.1 of these Guidelines. If the Employee agrees to participate in and completes an approved or certified drug, substance or alcohol abuse assistance or rehabilitation program.

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**SECTION 3.85.34 Effect of Criminal Conviction**

An Employee, who is convicted under a criminal drug statute or an alcohol-related criminal statute for a violation occurring in the workplace, outside the workplace or during any District-related activity or event, shall be deemed to have violated these Guidelines.

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**SECTION 3.85.5 Discharge on Eligibility for Rehire**

An Employee who is discharged for a violation of these Guidelines will not be eligible for rehire or renewal of volunteer or intern status by the District, except as specified in Section 3.58.21 of these Guidelines.

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**SECTION 3.96 DRUG-FREE AWARENESS PROGRAM**

**SECTION 3.96.1 Employee Awareness**

The District hereby establishes a Drug-Free Awareness Program that is designed to inform Employees about the dangers of drug abuse in the workplace and to help assure that Employees are familiar with these Guidelines. From time to time, Employees may be requested to attend one of the sessions of the Drug-Free Awareness Program. During such session(s), Employees may be given current information about available programs offering counseling and rehabilitation.

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**SECTION 3.96.2 Management Awareness**

Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an Employee to work in an impaired condition or to be otherwise engage in conduct that violates these Guidelines. When management has reasonable suspicion to believe that an Employee is working in violation of these Guidelines, prompt action will be taken. Such action may include drug testing in accordance with the these Guidelines. Management awareness shall include training for reasonable suspicion and certification. Completion of said training for reasonable suspicion and training is mandatory for all District managers and supervisors as well as the District Board of Directors.

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**SECTION 3.96.3 Criminal Convictions**

Employees must notify the District of any conviction, arrest, or citation under a criminal drug or alcohol-related statute the violation of which occurred in the workplace or during any District employment-related activity or event. Employees must notify the District’s General Manager within three (3) calendar days after any such conviction, arrest, or citation.

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When required by federal law, the District will notify any federal agency with which it has a contract of any Employee who has been convicted under a criminal drug or alcohol-related statute for a violation occurring in the workplace.

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**SECTION 3.97.4 USE OF LEGAL DRUGS**

**SECTION 3.9.57.1 Prescription Drugs**

The District recognizes that Employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer’s or a licensed medical care professional’s instructions, may result in impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the Employee or any other person(s), pose a risk of significant damage to District property, or substantially interfere with the Employee’s job performance. It shall be the Employee’s sole responsibility to notify the General Manager, in advance of reporting to a work place or for a work shift, of any required prescription drugs that may impair the Employee’s abilities to perform his or her job or could endanger themselves or any other person.

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If an Employee is so impaired by the appropriate use of legally prescribed drugs, he or she may not report to work. To accommodate the absence, the Employee may use accrued sick leave or vacation time. The Employee may also contact the District General Manager to determine whether or not he or she qualifies for an unpaid leave of absence, such as family medical leave.

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Nothing in these Guidelines is intended to sanction the use of accrued sick leave or vacation time to accommodate absences due to the abuse of legal drugs.

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Further, nothing in these Guidelines is intended to diminish the District’s commitment to employ and to reasonably accommodate qualified disabled individuals protected by the Family and Medical Leave Act (“FMLA”) or the Americans with Disabilities Act (“ADA”) statutes. Furthermore, nothing in these Guidelines restricts the District to temporarily reassign an Employee, who is cannot perform the essential functions of his or her job position as a result of treatment by prescription drugs.

**SECTION 4.0  
UNREGULATED OR AUTHORIZED CONDUCT**

**SECTION 4.1 Customary Use of Over-the-Counter Drugs**

Nothing in these Guidelines is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate state or federal laws, or result in an Employee becoming or being impaired by the use of such drugs in violation of these Guidelines, while on duty or while conducting District business.

#### **SECTION 4.2 Off-the-Job Conduct**

Unless an Employee is in a designated safety-sensitive position, such as fire protection or utility worker personnel, these Guidelines are not intended to regulate off-the-job conduct, so long as the Employee use of such off-the-job use of alcohol or drugs does not result in the Employee being under the influence of or impaired by the use of alcohol or drugs in violation of these Guidelines, while on duty, or while conducting District business. If an Employee is in a designated safety-sensitive position, he or she will be subject to drug testing as described in Section 7.0 of these Guidelines.

#### **SECTION 4.3 On-Call Conduct**

Any Employee, who is on on-call status, is required to follow these Guidelines. Although Employees are permitted to utilize his or her time as desired while on on-call duty, he or she shall remain unimpaired during on-call duty in order to perform all duties if called on duty.

### **SECTION 5.0 CONFIDENTIALITY**

Disclosures made by Employees to the District General Manager concerning their use of legal drugs, or other private medical information, will be treated confidentially and will not be revealed to the Board of Directors unless there is a critical work-related legally authorized reason to do so, such as to determine whether it is advisable for the Employee to continue their work duties or job. Disclosures made by Employees to the District General Manager concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

### **SECTION 6.0 COUNSELING/EMPLOYEE ASSISTANCE**

Employees who suspect they may have an alcohol or drug problem(s), even in the early stages, are encouraged to voluntarily seek diagnosis and follow through with prescribed treatment(s) by qualified professionals. Employees, who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program, are encouraged to contact the District General Manager, who will determine whether the District can accommodate the Employee by providing unpaid leave needed for the time to completion program participation. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of these Guidelines, particularly if discipline is imposed for a violation occurring before the Employee seeks assistance.

## **SECTION 7.0 DRUG TESTING**

### **Section 7.1 Testing of Applicants for any District Positions**

As a part of the District's employment screening process, any applicant to whom a conditional offer of employment is made must pass a test for controlled substances, per procedures described below. The offer of employment is conditioned on a negative drug test result. Applicants will be informed of the District's drug testing policy in the employment application.

### **Section 7.2 Testing of Employees in Designated Safety-Sensitive Positions**

**Annual Testing:** Employees in health and safety sensitive positions, including but not limited to the following management and non-management positions: vehicle and heavy machinery drivers with commercial licenses/operators, firefighters, and utility crew members, will be required to submit to random drug testing under the procedures described below. This testing shall occur at random by an independent, third party drug testing company performing such testing. If an Employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

### **Section 7.3 Reasonable Suspicion Testing**

If an Employee's supervisor or manager has a verifiable and confirmed reasonable suspicion by at least two (2) people, including any Board Members, who are qualified by having reasonable suspicion training, that the Employee is working in an impaired condition or otherwise engaging in conduct that violates these Guidelines, then the Employee will be asked about any observed behavior or impaired condition and offered an opportunity to give a reasonable explanation. If the Employee is unable to explain the behavior, he or she will be requested to take a drug test in accordance with the procedures described herein. If the Employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result, which results in termination.

### **Section 7.4 On-the-Job Injury**

Should an injury occur while working, a drug or alcohol test may be administered if the injured Employee's supervisor has a reasonable suspicion that an Employee was injured due to drug or alcohol use.

### **Section 7.5 Procedures for Drug Testing**

If Employee is a member of a District-recognized collective bargaining unit and is subject to a drug test based on reasonable suspicion, the District will meet and confer with the respective collective bargaining group before testing.

The District will refer the applicant or Employee to an independent, National Institute on Drug Abuse ("NIDA") certified medical clinic or laboratory, which will administer the test. The District shall require drug testing for: A) Pre-employment testing, B) random testing, and C) reasonable suspicion testing. The District will pay the cost of the test. If the Employee is determined by verifiable and confirmed, reasonable suspicion observation as unable to drive or

impaired for driving, then a District supervisor or General Manager will transport the individual to a medical facility for immediate testing or treatment.

The Employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test. The clinic or laboratory will handle the required testing. The District will have no control over the clinic or laboratory's testing methods. The clinic or laboratory will inform the District as to whether or not the applicant passed or failed the drug test. If an Employee fails the test, he or she will be considered to be in violation of these Guidelines and will be subject to discipline accordingly.

#### **Section 7.6 Acknowledgement and Consent**

Any Employee subject to testing under this policy will be ~~asked-directed~~ to sign a form acknowledging the procedures governing testing, and ~~consenting-authorizing~~ to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to the District of medical information regarding the test results. Refusal to sign the ~~agreement and consent~~ authorization form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will be considered the same as a positive test leading to termination.

#### **Section 7.7 Confidentiality**

All drug testing records will be treated as confidential.



## San Miguel Community Services District Board of Directors Staff Report

September 15, 2016

AGENDA ITEM: VII-4

**SUBJECT:** Discuss and Approve **Resolution No 2016-30** adopting a Comprehensive Revision to District Personnel Guidelines & Policy Manual

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### STAFF RECOMMENDATION:

Discuss and approve **Resolution No 2016-30** adopting a comprehensive revision to District Personnel Guidelines & Policy Manual.

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### BACKGROUND:

The District Personnel Guidelines & Policy Manual (“Policy”) have been reviewed by the Organization & Personnel Committee as well as by District General Counsel for compliance with state and federal laws. Additionally, District has provided a copy of the comprehensive revision to the Policy to the San Luis Obispo County Employees Association (“SLOCEA”) and held a meet and confer session with SLOCEA’s representatives in a good faith effort to resolve their questions and concerns. This meet and confer was held August 5, 2016 at SLOCEA’s offices.

SLOCEA representatives provided comments and suggested changes at that meet and confer meeting for the District’s consideration. The District has reviewed and noted some modifications to this Policy, but rejected some proposed language changes presented by SLOCEA. The agreed changes are provided in red-line format and are included as follows:

The District agrees to modify Section 2.4, “Promotion” to specify a three (3) month probationary period instead of twelve (12) months. The District also agreed to modify other probationary periods to 3-month periods for consistency throughout the Policy. District agrees to modifications to Chapter 1, Sections 1.1 and 1.6 as suggested by SLOCEA.

District continues to disagree with any modification that suggests the insertion of a meet and confer process for a variety of employment practices as described throughout Chapter 2. District agreed to clarify some language in Chapter 2 and has provided alternate language changes for the Board’s consideration.

The District continues to disagree with inserting language that provides or suggests “a preferential treatment for hiring” clause that would be included in “Hiring” section of the Policy, section 2.3.

The District wants to maintain a management right to “hire the best qualified person” that meets the needs of the District at the time and circumstances of recruitment.

The District also wants to maintain the ability to conduct a three (3) and/or six (6) month employee performance evaluation as well as a mandatory twelve (12) month evaluations as described in Section 2.6 to determine whether achieving the recruitment and hiring of the best qualified person has indeed taken place. District, therefore, disagrees with SLOCEA suggestion for an appeal process be added to this Section.

The District agrees to modify and add clarifying language to Section 10 of the Policy and have provided legal citations wherever appropriate to the examples listed in this section.

Attached to this staff report is a copy of the comprehensive revision to existing Policy. The proposed revisions are in response to Committee inputs at its November and December 2015 meetings.

District Board members were given the opportunity to review and provide feedback to the Policy prior to the September 15, 2016 Special Meeting. In response, District General counsel received a recommendation to increase the probationary term for promotional and internal hires from the three (3) months SLOCEA recommended to six (6) months in sections 2.3 and 2.4. A Board member expressed his concern for section 2.5.3, which relates to procedures when two District employees become spouses or domestic partners. This Board member would like to see immediate termination of one of the spouses instead providing a thirty (30) day notice requirement, which was offered by SLOCEA. Section 9.2 pertains to the use of district vehicles. A Board member expressed concern that an employee may be given permission from the General Manager to allow family members or friends in District vehicles. The concern arises from District employees who are emergency responders, who must respond to emergency calls. As such, this Board member wishes to remove any General Manager permission to allow family or friends in District vehicles.

The attached draft Policy document would replace the existing Policy with a working document that would govern hiring, termination, workplace performance and basic employment practices. Staff has provided a copy to District General Counsel for their review prior to Board consideration and adoption.

### **ACTION DISCUSSION:**

Staff recommends that the Board approve Resolution No 2016-30 adopting a comprehensive revision to the District’s Personnel Guideline and Policy Manual.

PREPARED BY:

*Darrell W. Gentry*

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General Manager

- Attachment: 1. Resolution No 2016-30  
2. Comprehensive Revision to District Personnel Guidelines and Policy Manual



## **SAN MIGUEL COMMUNITY SERVICES DISTRICT**

### **PERSONNEL GUIDELINES AND POLICIES**

Adopted: September 15, 2016

Resolution No: 2016-30

**(as recommended by O & P Committee 3-11-2016)**



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# San Miguel Community Services District

## Personnel Guidelines and Policy Manual

### Chapter 1: Introduction

The San Miguel Community Services District (“District”) expects every District employee to be thoroughly familiar with, and to comply with these Personnel Guidelines and Policy Manual (“Guidelines”).

#### 1.1 Disclaimer

The Guidelines do not represent a contract, nor should they be relied upon as binding promises made by the District. The District reserves the right to change, add to, or rescind any of the guidelines or policies ~~at any time, after fulfilling its legally required meet and confer obligation with any District-recognized employee organization,~~ as well as the right to determine their meaning, purposes, and effect.

#### 1.2 Purpose and Scope of Guidelines

These Guidelines are intended to inform employees of the District’s position on basic employment-related subjects. They are not all-inclusive, but address those general topics most likely to be of interest to employees in the course of ordinary, day-to-day operations of the District. The Guidelines are to be used as a reference by employees and supervisors.

**Guidance to Reader:** These Guidelines apply to all employees of the District. An employee who fails to comply with one or more Guidelines may be subjected to disciplinary procedures as specified herein, up to and including termination.

#### 1.3 Equal Employment Opportunity Policy

The District’s employment decisions are based on merit, qualifications, and the legitimate business-related needs of the District. The District does not discriminate against its employees or applicants because of race, color, religion, sex, pregnancy, national origin or citizenship, ancestry, age, marital status, registered domestic partner status, mental or physical disability, political affiliation, medical condition, sexual orientation, gender identity or gender expression, veteran status, genetic information, or any other basis protected by law. Equal employment opportunity is extended by the District to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, training, promotion, discipline, layoff, and termination.

#### 1.4 Conflict with Other Policies

If a provision of these Guidelines conflicts with any provision of an applicable collective bargaining agreement entered into by the District and a recognized employee organization, to the extent of such conflict, the provision of the collective bargaining agreement shall prevail.

### **1.5 Severability**

If any section, subsection, sentence, clause, or phrase of these Guidelines is for any reason held illegal, invalid, or unconstitutional by decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

### **1.6 Amendment of Policies**

The General Manager or his or her designee may, at any time, make recommendations for the amendment and revision of these Guidelines to the Board of Directors (“Board”). However, amendments and revisions that fall within the scope of representation shall not be ~~made approved by the Board~~ until after ~~consultation meeting and conferring~~ in good faith with representatives of recognized employee organizations representing employees of the District. ~~Where the District is required to meet and confer under the law due to the nature of the issue, the District shall meet and confer with recognized employee organizations representing employees of the District.~~

### **1.7 Employment Constitutes Acceptance of Rules**

In accepting employment with the District, each employee agrees to be governed by and to comply with the Guidelines and rules established by the General Manager pursuant thereto, and rules, regulations, and directives of the department in which employee is employed. Each employee will receive a copy of these Guidelines and are expected to read and be familiar with its contents and provisions and shall sign the “Acknowledgement of Receipt” form acknowledging acceptance.

All employees holding a position with the District on the effective date of these Guidelines shall thereafter be subject in all respect to the provisions herein except where excluded from coverage.

## Chapter 2: Employment Practices

### 2.1 Classification of Employees

**2.1.1 Probationary Employees** – All District employees are considered probationary employees from their date of hire until the completion of twelve (12) months of service with the District. These employees are entitled to accrue vacation, sick leave, comp time off and health benefits from date of hire and entitled to use sick leave with General Manager approval from date of hire. Vacation leave is accrued from date of hire but may be only used after six (6) months of employment. Temporary employees who are later hired as regular District employees shall begin their probationary period starting from their first day of regular, non-temporary employment. The General Manager, in conjunction with the employee's supervisor may elect to extend the probationary period for any employee up to an additional three (3) months.

**2.1.2 Regular Part-time Employees** – Employees, who have served the required probationary period satisfactorily, are not temporary employees, and are regularly scheduled to work fewer than forty (40) hours per week in an established position on a year-round basis are regular part-time employees.

**2.1.3 Regular Full-time Employees** — Regular full-time employees are those who are regularly scheduled to work at least forty (40) hours per week, are not temporary employees, and who have successfully completed the probationary period.

**2.1.4 Temporary Employees** — Employees serving in a position in which the requirements of their services are temporary in nature are temporary employees. A temporary employee shall not work more than 1,000 hours in a fiscal year. This classification includes, but is not limited to, personnel employed for the following: seasonal workloads and emergency extra workloads. Temporary employees are not eligible for any employee benefits, except as required by law. A temporary employee may take time off without pay with the approval of his or her supervisor or General Manager and shall be permitted to take time off for the District-recognized holidays without pay.

**2.1.5 Exempt Employee** — An employee who is exempt from the minimum wage and overtime requirements of the Federal Fair Labor Standard Act (“**FLSA**”). To be considered "exempt," an employee must work in a bona fide executive, administrative, or professional capacity and be paid on a salary basis as required by the FLSA. These positions shall be so designated in the classification plan.

**2.1.6 Non-Exempt Employee** — An employee who is not a bona fide executive, administrative, or professional employee as defined by the FLSA. Non-exempt employees earn overtime pay in accordance with the overtime requirements of the FLSA.

## **2.2 Recruitment**

### **2.2.1 Announcement**

All recruitments for classification vacancies within the District shall be publicized by such methods as the General Manager deems appropriate, consistent with District standards. Special recruiting shall be conducted, if necessary, to ensure that all segments of the community are aware of the forthcoming examination(s). Announcements shall specify the title and compensation of the classification; the nature of the work to be performed delineating the essential and marginal functions of the job; the minimum qualifications for the classification; the manner of making application; the examination components; and other pertinent information.

### **2.2.2 Applications**

Every applicant for examination shall file a formal, signed District employment application. Other methods of acceptable application due to an applicant's disability will be considered. Application forms shall require information covering training, experience, and other pertinent information as required by the General Manager. The General Manager may also require applicants to submit additional job related information.

### **2.2.3 Examinations**

Examinations for the establishment of eligibility lists shall be competitive and by such character shall test and determine the qualifications, fitness, and ability of applicants to perform the essential functions of the classifications for which they seek appointment.

The examination may include an investigation of character, personality, education, experience, criminal history, credit bureau, drug & alcohol and any tests of intelligence, capacity, technical knowledge, manual skill, or job-related physical fitness that the General Manager deems appropriate.

The General Manager shall designate the procedure, time, place, and type of examination, the conditions under which it may be conducted, and the individual or competent agency who will conduct the examination. The District will make every reasonable effort to accommodate disabled applicants in the administration of employment tests in accordance with applicable law. Examinations may be promotional, open, or continuous as directed by the General Manager. In making a decision regarding the type of examination, the General Manager will consider the availability of qualified interested personnel in the District workforce, the possible Affirmative Action implications, and the need for expediency in filling the position.

#### **2.2.3.1 Open/Promotional Examinations**

Any person who meets the requirements set forth in the open/promotional examination announcement may compete in open/promotional examinations. The General Manager may adopt and implement objective standards to initially screen applications in order to reduce the number of applicants to a manageable size.

#### **2.2.3.2 Promotional Examinations**

Regular and non-regular employees, except temporary employees, who meet the requirements set forth in the promotional examination announcement may compete in a promotional examination announcement.

#### **2.2.3.3 Continuous Examinations**

Continuous examinations may be administered periodically for a single classification. Names shall be placed on eligibility lists and shall remain on such lists as prescribed in Section 2.2.4.

### **2.2.4 Eligibility Lists**

#### **2.2.4.1 Establishment**

As soon as possible after the completion of an examination, the General Manager shall prepare and maintain an eligibility list consisting of the names of the applicants or employees who qualified in the examination. The names on the list shall be in order based on each applicant's competitive score for the examination process, with the highest score being first on the list. Each applicant or employee shall be given notice of the results of his or her examination and ranking on the eligibility list.

Applicants on the eligibility list for a particular classification may be certified by the General Manager for consideration to hire for a classification in an equal or lower salary range in the event that an eligibility list for that classification does not exist, provided that the applicant is qualified. This may be done only with the approval of the General Manager. Applicants will not be removed from the eligibility list pursuant to Section 2.2.4.3 if they refuse to accept employment in the lower classification.

#### **2.2.4.2 Duration of Lists**

All eligibility lists shall remain in effect until exhausted or abolished by the General Manager for due cause. As a general policy, eligibility lists shall remain in effect for not more than one (1) year. Eligibility lists may remain in effect for more than one (1) year at the General Manager's discretion. The General Manager may abolish eligibility lists with three (3) names or less before the one (1) year expires.

#### **2.2.4.3 Removal of Names from Eligibility Lists**



The General Manager may remove a name of any eligible candidate appearing on an eligibility list if:

- The eligible candidate requests that his or her name be removed;
- The eligible candidate fails to provide notification of a change in address;
- The eligible candidate fails to attend a scheduled interview;
- The eligible candidate declined an interview on two (2) occasions;
- The eligible candidate declined an offer of employment;
- The eligible candidate was on an eligibility list as a result of a promotional examination and has subsequently left District employment; or
- The eligible candidate was on a list for a specialized classification within one department of the District and was determined to be unsuitable by the Department head.

#### **2.2.4.4 Disqualification**

At any point in the recruitment and selection process, the General Manager may refuse to declare an applicant an eligible candidate, or may withhold or withdraw from certification, prior to appointment by the General Manager, anyone who:

- Has failed to provide proof for any of the requirements established in the announcement for the classification for which he or she applied;
- Has been convicted of a felony of such a nature as to have an adverse effect on the candidate's ability to perform the duties of the position;
- Has a history of dismissal from any position in public or private service for any cause which would be a cause for dismissal from District employment;
- Has practiced or attempted to practice any deception or fraud in his or her application, examination, or in securing eligibility; or
- Is otherwise not qualified for employment with the District.

### **2.3 Hiring**

Decisions regarding employment are based upon an individual's qualifications for the applicable position as described below.

**2.3.1 Vacancies** — Employees of the District are encouraged to apply for any vacant positions for which they are qualified. The District awards vacant positions to the applicants who are best suited to meet the needs of the District, regardless of whether the applicant is a current District employee or not.

If a vacancy is awarded to a current regular employee, that employee shall serve a ~~twelve (12)~~three (3) month probationary period in that position with continued benefits for health care, sick leave, vacation and comp time-off. Within ~~thirty (30)~~three (3) months-days of the move to the vacant position, the employee may return to their previous position with written notice to and approval by the General Manager, so long as the position has not been filled.

**2.3.2 Selection of employees** — All persons considered for employment with the District shall be qualified to perform the duties of the position for which they are employed. Before reporting for their first day of work, employees may be required to undergo a medical examination and drug/alcohol testing, which confirms their ability to perform the essential functions of the job.

**2.3.2.1 Citizenship Verification** — All employees must provide necessary documentation to prove identity and their right to work in the United States in accordance with Federal and State Immigration and Naturalization laws. Failure to provide such documentation will result in disqualification from selection or immediate termination.

**2.3.3 Probationary Period** — The purpose of the probationary period is to give the District and the new employee the opportunity to determine whether employment relationship suits both parties. New employees may be eligible for health benefits under the Affordable Care Act after ninety (90) days of employment, if not enrolled in the District's health care coverage. During the probationary period, the District evaluates the employee's job performance, and it is expected that the employee will use this time period to determine whether the District employment is satisfactory to him or her. Generally, employee evaluations ~~should~~ may be performed at three (3) months and or six (6) months after the date of hire and shall be performed at near the end of the twelve (12) month probationary period. The employee's supervisor will conduct a written performance evaluation to ascertain the advisability of continued employment on a regular basis. However, written evaluations may be done at any time during the probationary period if determined to be necessary by the Supervisor or the General Manager.

Regardless of whether the supervisor completes a written performance evaluation, probationary employees are at-will and the District retains the right to terminate employment with or without cause, during the probationary period, in accordance with California law. Similarly, the probationary employee can end his or her employment at any time with at least two (2) weeks' written notice.

New employees hired for regular positions serve a probationary period of twelve (12) months, commencing with their first day of employment. The General Manager, in conjunction with the employee's supervisor, may extend the probationary period one or more times if it is determined that such an extension is appropriate. The status of regular employment following the probationary period shall only occur after a successful evaluation has taken place, and only if confirmed in writing by the District.

#### **2.4 Promotion**

All regular employees of the District are eligible to apply and be considered for promotions for which they are qualified. An employee who is promoted shall serve a ~~twelve (12)~~three (3) month probationary period in his or her new position.

#### **2.5 Nepotism**

##### **2.5.1 Definitions:**

**2.5.1.1 "Relative"** means spouse, registered domestic partner, child, step-child, step-sibling, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

**2.5.1.2 "Spouses"** means two persons who have a valid marriage or two people who are registered domestic partners.

**2.5.1.3 "Supervisory relationship"** means one in which one employee exercises the right to control, direct, reward, or punish another employee by virtue of the duties and responsibilities assigned to his or her District appointment.

##### **2.5.2 Policy as to Relatives**

The General Manager has discretion not to appoint, promote or transfer a person to a position within the same department in which the person's relative already holds a position, when such employment would result in any of the following:

- Create a direct or indirect supervisory relationship;
- The two employees having job duties, which require performance of shared duties on the same or related work assignment;
- Both employees having the same immediate supervisor; or
- A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency that is greater for relatives than for unrelated persons.

##### **2.5.3 Policy as to Employees Who Become Spouses or Domestic Partners**

If two District employees, who work in the same department, become spouses or become domestic partners, the Department Head has discretion to transfer one of the employees to a similar position in another department with General Manager

approval. Although the wishes of the employees in question will be given consideration, the Department Heads retains sole discretion to determine which employee is to be transferred based upon District needs, operations, or efficiency. Notwithstanding any provision in these Guidelines, any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal.

If continuing employment of both employees cannot be accommodated in a manner that Department Head finds to be consistent with the District's interest in the promotion of safety, security, morale, and efficiency, then the Department Head retains sole discretion to separate one employee from District employment. Absent the voluntary resignation of one employee, the less senior employee will be separated, with at least thirty (30) days' notice to attain new employment, unless the employee is in violation of any of these policies as outlined in Chapter 10 of these Guidelines. Notwithstanding any provision in these Policies, any such separation is not considered to be disciplinary and is not subject to any grievance or appeal.

## **2.6 Employee Evaluations**

In order to provide employees with information concerning their employment progress and to identify areas to improve job performance, the employee's supervisor and General Manager will conduct formal written employee evaluations at least once per year, preferably using the employee's hire date anniversary is desired for an annual evaluation,

Generally, employee evaluations ~~should be~~ may be performed at three (3) months and/or six (6) months after date of hire and shall be performed near the end of the twelve (12) month probationary period. In the event that an employee's supervisor or the General Manager determines that a regular part-time or regular full-time employee's job performance has not improved after receiving a written evaluation, the supervisor or the General Manager may elect to establish a performance improvement plan ("PIP"), also known as a performance action plan to provide an employee the opportunity to succeed while still being held accountable for past performance. A PIP shall be used to address either failures to meet specific job performance-related or behavior-related issues. A PIP format and content shall conform to the guidelines provided in Exhibit "A" attached to this Policy Manual.

### **2.6.1 Ratings**

Performance evaluations shall be in writing on forms prescribed by the General Manager or his or her designee. The evaluation shall provide recognition for effective performance and also identify areas that need improvement. All evaluations will have an overall evaluation of Unsatisfactory, Improvement Needed, Satisfactory, Above Satisfactory, or Outstanding.

- Unsatisfactory Work is well below the standard expected of a competent worker in that job position, a majority of the time. Unsatisfactory ratings must be substantiated in a written statement by the evaluator.

- Improvement Needed performance is frequently less than the standard expected of a competent worker in that job position, and improvable with additional training, experience, or effort.
- Satisfactory Work performance consistently meets the standard expected of a competent worker in that job position.
- Above Satisfactory Work performance is generally above the standard expected of a competent worker in that job position, a majority of the time.
- Outstanding Work performance is consistently and distinctly well above the standard expected of a competent worker in that job position; performance is superior. Outstanding ratings must be substantiated in a written statement by the evaluator.

### **2.6.2 Evaluation Procedure**

The performance evaluation must be signed by the evaluator and discussed with the employee. Unscheduled performance evaluations may be made at the discretion of the General Manager or his or her designee.

Performance evaluations can be appealed to the General Manager as outlined in the Grievance Procedure in Chapter 11 of these Guidelines. Employee evaluation grievances will only be considered by the General Manager; they will not be heard by the Board. The General Manager may only modify employee evaluations if there is a compelling reason to do so.

### **2.7 Training, Certification and Education**

It is the employee's responsibility to maintain all appropriate or required licenses and certificates for his or her position. District will not pay for courses, credentials, licenses or certificates not required for an employee's duty position. If an employee loses a required license or certificate, he or she may be subject to discipline that may include demotion or termination.

The District supports education and training programs that improve the skills, qualifications, performance, and proficiency of the District employees. In addition, some of the positions within the District require employees to possess certifications. It is each employee's responsibility to maintain state-mandated certificates or credentials necessary to the employee's job assignment. The District will cover or reimburse class costs of required education and tests after successful completion of course or class and cost receipts are submitted for reimbursement. If an employee fails a test required for certification then they will generally be responsible for all costs to re-take the tests.

Where the District requires the employee to take training or where the employee is required by his or her position to maintain certification, employee shall submit a written request for training or certification to the General Manager or his or her direct supervisor.

### **2.8 Outside Employment**

Any regular employee, who desires to engage in outside employment, shall first obtain a non-District conflict job approval from his or her supervisor or General Manager. The

employee shall submit a statement to his or her supervisor or General Manager naming the prospective employer, his address and telephone number, and outlining the proposed duties and hours of work. Approval may be denied if, in the opinion of the supervisor or General Manager, such outside employment is incompatible with the proper discharge of the employee's official duties. All such approvals shall be subject to renewal by the General Manager, and shall be re-submitted prior to January 10<sup>th</sup> each year to maintain a valid, continuous authorization.

Any violations of this section shall constitute sufficient grounds for disciplinary action, up to and including dismissal.

## **2.9 Job Descriptions and Duty Statements**

— It is the District's responsibility to develop and maintain job descriptions for each position within a table of organization established by the Board of Directors.

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Exhibit "B", incorporated herein by reference, shall provide a listing of said descriptions by position and also provides a compensation schedule by position.

Specific contract employees, including but not limited to, District Fire Chief and District Assistant Fire Chief shall be subject to annual work performance evaluations per individual agreements and subject to Section 2.6 provisions.

## **Chapter 3: Working Conditions**

### **3.1 Regular Work Week**

The regular workweek is forty (40) hours for all non-exempt full-time employees, ordinarily to be worked in five (5) eight-hour shifts, unless otherwise directed by General Manager or his or her designee. The workweek is defined as 12:01 A.M. Monday through midnight on Saturday except for those personnel working an alternative work week schedule. Utility crew staff normal work schedule will be scheduled to meet District operational needs.

Safety/Personnel may be assigned alternate work schedules and an alternative workweek.

Operations and administrative staff may be assigned other work hours from time to time as determined by the department head or General Manager to best cover operational needs of the District. Employees shall report ready to begin work at the start of their shift and work until the shift ends.

### **3.2 Overtime Policy**

Due to the nature of the service the District provides the public, non-exempt personnel may be required to work overtime, which may include weekend duty along with days which are longer than eight hours in length.

All overtime hours worked shall be authorized in advance by the General Manager, or his or her designee specifically vested with this authority. Employees working overtime without prior approval by the appropriate individual may be subject to discipline.

#### **3.2.1 Overtime Computation**

All non-exempt employees who work in excess of his or her regular work schedule, normally eight (8) hours in a workday, or forty (40) hours in a workweek, shall be entitled to overtime compensation at the rate of time and one-half of their regular rate of pay, except as otherwise provided for in these Guidelines or in the applicable collective bargaining agreement.

Overtime provisions shall not apply to contract employees.

#### **3.2.2 Overtime Compensation/Compensatory Leave Time**

All overtime shall be compensated by compensatory time or by cash payment at the rate of one and one-half of the employee's regular hourly rate of pay. Overtime shall be only compensated by cash payment after the employee has accumulated forty- (40) hours of compensatory time.

Non-exempt employees may earn compensatory time to a maximum of forty (40) hours. Compensatory time may be "cashed in" once a year for a total of forty (40) hours only if the employee has at least forty (40) hours of compensatory time on record. Employees who leave his or her employment with the District shall be allowed to use compensatory time earned prior to the effective separation date.

Compensatory leave time shall be used before using vacation or sick leave time off. Employees may accrue up to a maximum per calendar year of sixty (60) hours of compensatory leave at any time. Compensatory time is not cashed out except upon the employee's separation from employment with the District, unless separated by the District.

Compensatory time earned by an employee, who is required to work in excess of the normal workweek, shall be recorded by the immediate supervisor of the employee on the time card.

**3.2.3 Fire Protection Employees**

Section 7(k) of the FLSA provides that employees engaged in fire protection may be paid overtime on a "work period" basis. A "work period" may be from seven (7) consecutive days to twenty-eight (28) consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) as the number of days in the work period bears to 28. For example, fire protection personnel are due overtime under such a plan after one hundred and six (106) hours worked during a fourteen (14) day work period.

<u>Work Period (days)</u>	<u>Maximum Non-Overtime Hours</u>
14.....	106

**3.3 Hours of Work**

Normal office hours of the District, and the normal work schedule for administrative office staff, are 8:00 am until 4:30 pm, Monday through Friday. The normal schedule for the utility staff is Monday through Friday from 7:00 am until 3:30 pm.

Operations employees and office staff may be assigned other work hours from time to time as determined by the Department head or the General Manager to best cover the operational needs of the District and its customers. Employees shall report "ready" to work at the start of their shift, and work until the shift ends.

**3.4 On-Call Duty**

A schedule is maintained by the Utilities Department head and approved by General Manager whereby Operations employees may be assigned, on a rotational basis, to be "on-call" on weekends, holidays and other times not considered regular hours of work for the District employees or assigned to work alternative workweek schedules.

**3.4.1 Weekdays**

On-Call/Weekday Duty employees are paid \$1.50 per hour rate for each weekday they are on call. If these employees are called into work during this time, they will be paid for any on-call hours worked at the OT rate.



### **3.4.2 Holidays and Weekends**

On-Call employees receive \$2.00 per hour rate per day for each holiday or weekend day they are assigned to on-call duty.

**3.4.3** When an employee is on-call, he or she shall be provided a District cell phone. The cell phone will be used to notification to the employee on-call in the event of work immediately needed. The on-call employee is required to keep the cell phone in his or her possession during the entire on-call period of time. Notification of immediate work need may also be given orally, in person or telephonically, by the General Manager or Utilities Supervisor.

When an employee is assigned on-call duty, he or she shall be free to utilize his or her time as desired, but must remain within the San Miguel Community Services District boundary area and be able to respond within thirty (30) minutes to any District facility. This will enable the on-call employee time to return to work in the event of an emergency call. On-Call employees need to remain unimpaired (e.g., such as refraining from drinking alcoholic beverages) and able to perform all duties when on-call.

### **3.4.4 Call Backs**

If an employee is not on call and he or she is called back to work, the employee will receive one (1) hour of Call Back Pay which is 1 hour of regular pay at straight time plus pay for his or her hours worked (at straight pay or OT rate depending on whether they have worked over 40 hours in the week).

### **3.5 Meal/Break Time**

All employees working between four (4) hours and six (6) hours shall receive one fifteen (15) minute paid break. All employees working more than six (6) hours in a day shall receive two (2) paid fifteen (15) minute breaks (rest periods) in each day. The first shall occur approximately midway between their starting time and their meal time. The second shall occur approximately midway between their meal time and the end of their workday.

All employees working more than four (4) hours in a day shall receive an unpaid, off-duty meal period of not less than thirty (30) minutes. This meal must be taken no later than the end of the fifth (5th) hour of work. Employees working more than ten (10) hours receives a second meal period of not less than thirty (30) minutes. The second meal must be taken no later than the end of the tenth (10th) hour of work. An employee working six (6) hours or less may waive the first meal break by written mutual consent between the employee and City District. The second meal period may be waived by written mutual consent if the total shift is twelve (12) hours or less and the employee takes the first meal break. Employees may take on-duty meal periods in certain limited circumstances and must be agreed to in writing by the employee and City District.

### **3.6 Attendance**

Regular attendance by all employees is important to the successful operation of the District. Employees are expected to maintain a good attendance record and to report promptly for work in accordance with assigned work schedules.

### **3.6.1 Notice of Absence**

Employees who must be absent from work are expected to notify their supervisor or General Manager, either directly or by a recorded message, as soon as possible but not later than the beginning of their assigned shift. The employee shall provide the general reason for, and the probable duration, of the absence. If the employee has a prolonged absence due to illness, he or she may be required to provide medical documentation upon request from the General Manager or his or her designee.

### **3.6.2 Tardiness/Absence**

Employees are expected to report for their work shifts on time. Excessive or repeated tardiness may result in discipline up to and including termination.

If an employee is absent more than three (3) working days for any reason without notifying the employer, the employee may be considered to have voluntarily resigned.

### **3.7 Pay Period**

The District's payday is every other Friday for the two-week pay period ending the previous Friday.

### **3.8 Safety**

The District has adopted Injury and Illness Prevention policies and safety rules with which employees are expected to comply. These policies are hereby incorporated by reference to the Personnel Guidelines and Policy Manual. It is the responsibility of each employee to learn and observe all applicable safety practices, policies, directives, or procedures. In addition, each employee is responsible for maintaining a safe work environment. Safety-related questions, or reports of any unsafe working conditions, real or potential, should be directed to the General Manager.

### **3.9 Accidents; Reporting**

Any work-related accident, or other accident occurring on the worksite, involving employees or other persons shall be reported to the General Manager, or his designee. Such reports must be made in writing and submitted to General Manager immediately following the accident, and in no event more than twenty-four (24) hours following the accident on forms provided by the District. Employees are covered for employment-related injury or illness by the California Worker's Compensation Act. Under California law, failure to report or delays in reporting a work-related injury or illness may result in a loss of benefits.

### **3.10 Maintenance – Housekeeping**

Each employee is responsible for the condition and maintenance of the equipment he or she uses on the job. The employee should report to the department supervisor or the General Manager any equipment which is damaged, worn, or in need of maintenance. Employees should direct any safety concerns regarding the use of equipment to his or her supervisor.

Cleanliness and orderliness are important to the operation and safety of the District. Employees are responsible for keeping their work areas clean and orderly. Employees shall conduct pre-operation inspections of vehicles and equipment as well as report any

repairs made and perform any minor repairs, or initiate a work or service order request to repair said vehicle or equipment. Employees shall maintain their work areas and equipment or initiate a service work order request for repairs.

### **3.11 Dress Code**

All Utility and Fire employees that are required to wear uniforms shall wear the appropriate uniform for their work area. If an employee is governed by an MOU, the employee should follow the rules pertaining to his or her dress code as outlined in the MOU. Employees are permitted to wear the uniform only during their work hours, work time, or traveling to and from work or while representing the District.

Utility employees may be reimbursed up to one hundred and fifty dollars (\$150.00) per fiscal year to cover the cost of footwear that employees are required to wear to perform the District work, or an amount agreed upon by any recognized collective bargaining agreements. Employee must provide the District a receipt of the work boot purchase in order to obtain the boot allowance.

Employees that acquire ~~footwear and~~ uniforms with District logos or identifications may not wear these items while off-duty. Off duty firefighters may wear their District provided t-shirts, if on-call or stand-by duty.

Neatness, cleanliness, and good personal hygiene are expected of all the District employees while working. Employees should dress appropriately, in good taste, and according to the requirements of her or his position.

### **3.12 Tattoo and Piercing Policy**

Employees of the District are expected to project a professional appearance while at work. Towards that end, employees are expected to comply with the following rules:

#### Tattoos:

1. No visible tattoos are allowed anywhere on the head, face or neck, unless for religious reasons or purposes that the employee professes or provides information of religious affiliation or association.
2. Any visible tattoos cannot be obscene, sexually explicit, or otherwise violate the District's policy against unlawful harassment or discrimination. Extremist or gang-related tattoos are also not permitted.
3. Visible tattoos for religious purposes or reasons shall be allowed for religious reasons or purposes that the employee provides information of religious affiliation or association related to said tattoo(s).
4. Visible tattoos may not be larger than ~~4 to~~ 6 inches.
5. Any non-conforming tattoos must be covered with clothing or a bandage while at work, or must be removed.
6. If an employee has a question about the tattoo policy, he or she should raise it with their supervisor.

Piercing:

1. No objects, articles, jewelry or ornamentation of any kind shall be attached to or through the skin if visible on any body part (including the tongue or any part of the mouth) except that an employee may wear two sets (i.e., four holes total) of reasonable-sized (i.e., small and professional-looking) earrings in the ear lobes.
2. Piercings, as described herein, shall be allowed if the employee provides information of religious affiliation or association related to said piercing(s).
3. Any non-conforming piercing shall be removed, covered with a bandage, or replaced with a clear, plastic spacer while the employee is working.
4. If an employee has a question about the piercing policy, the matter should be raised with his or her supervisor.

## Chapter 4: Compensation

### 4.1 Benefits

#### 4.1.1 Health – Medical Insurance Benefits

The District provides paid group medical insurance benefits, through CalPERS, for eligible employees and one dependent per employee. Eligible employees include all employees regularly scheduled to work at least twenty-five (25) hours per week and CalPERS members. Employees may elect to cover costs associated with additional dependents through a payroll deduction. Employees are encouraged to consult with the General Manager regarding eligibility, costs and enrollment procedures.

Eligible employees may enroll in group health benefits on their hire date.

#### 4.1.2 Retirement Health Benefits – Current Employees and Annuitants Hired before May 1, 2013

The District currently provides retirement health benefits to eligible employees through CalPERS. These benefits are governed by the District's contract with CalPERS (including the plan documents), California state law, and applicable regulations. Should you want to review the plan or have further questions regarding this benefit, please call the District representative, who is currently the Finance Officer, and set up an appointment to go over the plan. The District reserves the right to change or discontinue this plan, consistent with any legal obligations it may have.

#### 4.1.3 Retirement Health Benefits - Employees hired after May 1, 2013

The District currently provides retirement health benefits to eligible employees through CalPERS. These benefits are governed by the District's contract with CalPERS (including the plan documents), California state law, and applicable regulations. Should you want to review the plan or have further questions regarding this benefit, please call the District representative, who is currently the Finance Officer, and set up an appointment to go over the plan. The District reserves the right to change or discontinue this plan, consistent with any legal obligations it may have.

The following is the Vesting Schedule for Employees hired as of May 1, 2013:

Credited Years Of Service	Percentage of Employer Contribution
10	50%
11	55%
12	60%
13	65%
14	70%

15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

The credited service for purposes of determining the percentage of employer contributions shall mean service as defined in Government Code Section 20069 except that not less than five years of that service shall be performed entirely with District.

The percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon Government Code Section 22893.

**4.2 Holidays**

Full-time District employees, both regular and probationary, are paid for the following the District Holidays whether or not they are scheduled to actually work on that holiday. Full-time employees receive eight (8) hours of holiday pay at straight time on the observed holiday. Temporary and part-time employees are not eligible for holiday pay.

The District generally recognizes the following twelve (12) days as paid holidays:

- |                            |                               |
|----------------------------|-------------------------------|
| New Year's Day             | Thanksgiving Day              |
| Martin Luther King Jr. Day | Friday Following Thanksgiving |
| Presidents' Day            | Veterans' Day                 |
| Memorial Day               | ½ Day Christmas Eve           |
| Independence Day           | Christmas Day                 |
| Labor Day                  | ½ Day New Year's Eve          |

If a District-paid holiday falls on a Saturday, eligible employees are generally given the preceding Friday off. If a District-paid holiday falls on a Sunday, employees are generally given the following Monday off. If the day of holiday observance falls during an employee's vacation period, and falls on a day the employee is regularly scheduled to work (but for his or her vacation), that day shall be considered as a paid holiday and not vacation time.

**4.3 Vacation**

Full-time District employees, both regular and probationary, are eligible for vacation benefits. Employees are encouraged to use their accrued paid vacation time. Employees who are normally scheduled to work fewer than forty (40) hours per week, and temporary employees, are not eligible for vacation accrual.

Vacations may be scheduled at any time during the year upon the approval of the General Manager. Vacation requests must be submitted in writing to the General Manager with at least seventy-two (72) hours advanced notice.

Vacation requests may be denied in order to maintain sufficient staffing of District operations or in the event such vacation request conflicts with a previously approved vacation request.

**4.3.1 Accrual**

Employees must complete six (6) months of employment with the District prior to using any accrued vacation benefits. Employees shall not accrue vacation time during any period of unpaid absence from work.

Employees accrue vacation benefits beginning the first pay period of employment in accordance with the following schedule, which is based on bi-weekly pay periods of eighty (80) hours (i.e., based on a full-time schedule):

<u>YEARS OF SERVICE</u>	<u>VACATION BENEFIT PER PAY PERIOD</u>	<u>WEEKS PER YEAR</u>	<u>ACCRUAL CAP</u>
00 – 04 Years	3.08 Hours	2 Weeks	160 Hours
05 – 14 Years	4.62 Hours	3 Weeks	240 Hours
15, plus Years	6.15 Hours	4 Weeks	320 Hours

Upon separation of employment for any reason, the District shall compensate the employee for his or her unused, accrued vacation time at the employee’s then-current straight time rate of pay.

The District does not require an employee to take vacation time during periods of illness. However, the employee may elect to take vacation time in case of extended illness where paid sick leave, if any, has been exhausted.

**4.3.2 Vacation Benefit Cap**

Employees are encouraged to use their vacation benefits. No employee shall be eligible to accrue more than a maximum of two times her or his annual entitlement to vacation pay at one time. Once an employee reaches this cap, the employee will cease accruing any additional vacation pay. When the employee uses enough vacation pay to fall below the cap, the employee will start accruing vacation pay again.

**4.3.3 Vacation cash-out**

An employee may cash-out up to two (2) weeks of vacation each fiscal year provided that the employee has at least two weeks of vacation available after any cash-out.

#### **4.4 Sick Leave**

In accordance with the Healthy Workplaces/Healthy Families Act of 2014, the District recognizes that employees will need days off from work from time to time to address their medical needs.

##### **4.4.1 Applicability**

This policy applies to non-regular (seasonal, limited term, or temporary) employees (exempt and non-exempt) who, on or after June 28, 2015, work for the City District for thirty (30) or more days within twelve (12) months from the beginning of employment and who are not eligible for any form of “comprehensive leave” benefit provided by the District to other employee groups.

Employees not covered by this policy are those who are eligible for the more generous “comprehensive leave” benefit provided by the District pursuant to a collective bargaining agreement (represented employees), employee benefits resolution (non-represented employees) or an employment agreement.

##### **4.4.2 Entitlement**

An employee working for the District, on or after July 1, 2015, for thirty (30) or more calendar days within a year is entitled to paid sick leave.

Non-regular (seasonal, limited term, or temporary) employees covered by this policy are entitled to 3 days or 24 hours of paid sick time annually which may be used per fiscal year or after the ninetieth (90th) day after the first date of employment, whichever comes first. Twenty-four (24) hours shall be the maximum benefit except in situations where a day in an Employee’s regular work schedule is longer than an eight (8) hour day (e.g. an Employee who works four, 10-hour days per week.) In such cases, a “day” shall be the equivalent of the hours in the Employee’s regularly-scheduled work day.

Public sector employees, who are a recipient of a retirement allowance and employed without reinstatement into his or her respective retirement system, are not entitled to Paid Sick Leave under this policy.

Paid sick leave made available under this policy has no cash value, and the District does not pay Employees for available sick leave at separation.

The amount of paid sick leave available to an employee will be reflected on his or her pay stub every pay period.

##### **4.4.3 Usage**



An Employee may use available paid sick days beginning on the ninetieth (90<sup>th</sup>) day of employment. However, at its sole discretion, the District may allow the use of paid sick leave to an Employee in advance of the 90th day of employment with proper documentation.

The District shall allow the use of paid sick days upon the oral or written request of an Employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

“Family member” for purposes of this paid sick leave policy means:

- A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the Employee stands in loco parentis, regardless of the age or dependency status);
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild;
- A sibling.

The Employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the Employee must provide notice as soon as practicable. The District will not condition the use of sick leave on the Employee finding someone to cover his or her work.

Employees must use sick leave in at least one (1.0) hour increments.

Employees will only receive paid sick time for the number of hours they would have worked during their scheduled shift. For example, if the Employee was scheduled for a four (4) hour shift, they will be compensated with 4 hours of paid sick time only.

Employees will be provided the total amount of sick leave that may be used per fiscal year (24 hours or 3 days) at the beginning of each fiscal year beginning in July, or the first date of employment, whichever comes first, therefore no accrual or carry-over is permitted.

The District will limit the use of paid sick days to twenty-four (24) hours or three (3) days in each fiscal year of employment.

For returning non-regular employees who have completed ninety (90) days of employment and have a break in service of less than one year, paid sick time will be earned as outlined above. However, these returning non-regular employees are not required to wait for a subsequent 90th day of employment to use their paid sick leave. They will have access to their available sick leave for that year immediately upon re-employment with the City; provided their returning start date is within 12 months of their previous departure date.

For returning non-regular employees who have not completed their 90 days of employment and have a break in service, paid sick time will also be earned as outlined above. However, these returning non-regular employees will need to wait for a subsequent 90th day of employment to use their paid sick leave.

#### **4.4.4 Retaliation Prohibited**

Paid Sick Leave law protects employees who use sick leave, request to use sick leave, file a complaint with the Labor Commissioner's Office, allege a violation of these rights, cooperates in an investigation or prosecution, or oppose a policy or practice prohibited by the Paid Sick Leave law.

Retaliation prohibits the District from denying an employee the right to use paid sick leave, discharging or threatening to discharge an employee for using or requesting to use paid sick leave, demoting or suspending an employee for using or requesting to use paid sick leave, or in any manner discriminating against an employee because he or she uses paid sick leave or requests paid sick leave.

If an employee feels that he or she has been discriminated against for using paid sick leave or attempting to use paid sick leave, please inform the General Manager as soon as possible.

#### **4.5 Military Leave**

Employees are provided military leave in accordance with State and Federal laws. An employee requiring this type of leave shall provide the General Manager or his or her designee, whenever possible, with a copy of the military orders specifying the dates of leave, site, and purpose of activity or mission.

An employee who interrupts his District service because of extended military leave shall be compensated for accrued vacation at the time the leave becomes effective.

#### **4.6 Bereavement Leave**

Bereavement leave may be taken to make arrangements necessitated by the death of a family member or to attend the funeral or memorial service for a family member.

Employee is granted three (3) days of paid leave to take time off on the account of the death of a member of his or her immediate family or up to five (5) days if the employee is required to travel more than two hundred fifty (250) miles from his or her residence.

For purposes of this policy, “immediate family” is employee’s spouse, domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, or in-laws (or analogous relationship of those enumerated above in connection with a domestic partnership). Under special circumstances the General Manager may grant additional time beyond three (3) days when approved in advance.

Usage of this leave shall not be charged against employee’s accrued sick leave or vacation leave.

#### **4.7 Pregnancy Disability Leave**

An employee is entitled to a leave of absence for the period of time that she is required to be absent from work due to pregnancy-related disability, including childbirth, for up to a maximum of four (4) months. The employee must exhaust her accrued paid sick leave time, during the pregnancy disability leave, prior to electing using her accumulated paid time off benefits (e.g., vacation, comp time), during any such period of leave.

#### **4.8 FMLA/CFRA Leave**

Under the Family Care and Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”), employees who have at least twelve (12) months of service with the District, and have worked at least 1,250 hours in the preceding 12-month period, may request an unpaid leave for family care or medical reasons. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of a child with the employee, or for the employee’s own serious health condition or the serious health condition of the employee’s child, parent, spouse or registered domestic partner, or in connection with the call to active duty of a family member. In addition, eligible employees may request up to twenty-six (26) weeks in a 12-month period to care for a family member (including a “next of kin”) with a serious health condition incurred while on active military duty.

Employees, who are eligible to, and do, take a leave under this policy will be reinstated at the conclusion of the leave to the same or to a comparable position, in accordance with state and federal law.

If possible, employees must provide at least thirty (30) days’ advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or for a family member). For events, which are unforeseeable, employees must notify their immediate supervisor, at least verbally, as soon as the employee learns of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.

The District requires certification from the employee’s health care provider before allowing an eligible employee a leave for his or her own serious health condition. In addition, the District requires certification from the health care provider of the employee’s child, parent,

spouse or registered domestic partner with has a serious health condition before allowing a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

For eligible employees taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of such leave is two weeks, and must be concluded within one (1) year of the birth or placement for adoption or foster care.

Taking an FMLA/CFRA leave may affect certain employee benefits or seniority date. Employees who want more information regarding eligibility for a leave or the impact of the leave on seniority and benefits should contact the General Manager.

#### **4.9 Educational Training Time**

In support of the District's overall belief in the continuing education and development of staff, employees may request educational leave for time spent attending classes, training, seminars, or other training specified or approved in advance by the General Manager, if mandated by new regulatory requirements for an individual position or there is a demonstrative value to the District as determined by the General Manager and approved by Board. The amount of the educational time granted, if any and whether or not some or all of the time will be paid, will be determined in advance of attendance and at the sole discretion of the General Manager.

Employees will be paid their regular wages, if job requires certification or recertification for their position or work duties when required to attend classes or courses during normal work hours for the benefit of the District, or only when needed for the employee's continuing education for required licenses or certification.

#### **4.10 Jury Duty**

Any employee who is summoned for jury duty will be allowed time off as necessary to fulfill jury duty responsibilities. A copy of the subpoena or order requiring such duty must be submitted to his or her supervisor within three (3) working days of receipt in conjunction with a leave request.

Employees will receive paid time while serving on jury duty if it occurs during their normal work days. Employees who are normally scheduled to work twenty-one (21) hours or more per week qualify for pay. Upon release from jury duty employees shall provide a receipt from the Court Clerk verifying times away from work.

#### **4.11 Voting**

Any employee whose work schedule effectively prevents him or her from voting in a federal, state, or municipal election before or after work hours, or during break time, shall be permitted paid leave for this purpose not to exceed two (2) hours.

#### **4.12 Administrative Leave**

The District shall have the right to place an employee on administrative leave at any time with full pay when in the District's discretionary opinion the continuing presence at the job site during an administrative investigation into the employee's fitness for duty or misconduct would create or may tend to create a disruption to the working environment or may possibly impact the efficient operations of the department.

#### **4.13 Leave of Absence Without Pay**

Upon written request by the employee and the recommendation of the Department Head, a leave of absence without pay may be granted by the General Manager or his or her designee to an employee for a period of time not to exceed a total of six (6) months for personal reasons where other leave provisions are not available. If other leave provisions are available this leave will run concurrently with such other leave.

Request for leave of absence without pay shall state specifically the reason for the request, the date when the employee desires to begin leave, and the probable date of return.

Employees shall not accrue vacation leave, sick leave, increases in salary except Cost of Living Adjustments or all other paid leaves while on unpaid leave. The District is not required to maintain contributions toward group health, dental and vision insurance or other fringe benefits while on unpaid leave of absence, unless otherwise provided by law. Said employee shall be entitled to maintain such benefits in effect; provided, that the employee pays the insurance monthly premiums.

Employees returning to work following a leave of absence shall retain their accumulated leave, if otherwise not used. Upon the return from authorized leave of absence the employee shall be reinstated to his/her former position or to a comparable one if the former position is abolished during the period of leave.

Failure of the employee to return to his or her employment upon the termination of any authorized leave of absence shall, except under extraordinary circumstances, constitute a separation from service of that employee.

#### **4.14 Unauthorized Leave of Absence**

Unauthorized leave of absence shall be considered to be without pay and reductions in the employee's pay shall be made accordingly. An employee is deemed to have resigned if the employee is absent for more than three (3) consecutive working days without ~~prior~~ authorization notifying the General Manager or the employee's supervisor and may result in termination of employment. Such termination shall not be subject to appeal.

#### **4.15 School Activities Leave**

Any employee who is a parent, guardian or grandparent having custody of one or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility shall be allowed up to forty (40) hours each school year, not to exceed eight (8) hours in any calendar month of the school year, without pay, to participate in activities of the school of their child. Such employee must provide reasonable advance notice of the planned absence. The employee may use accrued vacation or compensatory time off to cover the absence. The District may require the employee to provide documentation from the school as verification that the employee participated in school activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody, work for the agency at the same work site, only the first parent requesting shall be entitled to leave under this provision.

## Chapter 5: General Conduct

### 5.1 Purpose Policy Prohibiting Dishonesty/Fraud

The District is a public entity whose mission involves the public trust. This policy requires that each and every employee, vendor, contractor or other party that works for or with the District is required to act honestly and truthfully with respect to the District business at all times. The District will not tolerate any form of dishonesty or fraud.

#### 5.25.1.1 Scope

The term dishonesty includes dishonest speech (for example, lying) and dishonest acts (for example, theft), as well as fraud, and misappropriation of funds or property. Dishonesty also shall include, but is not limited to:

- A. Any dishonest, fraudulent, or otherwise unlawful act;
- B. Misappropriation or misapplication of funds, property or other assets;
- C. Profiting on insider knowledge;
- D. Destroying or taking without authorization any the District records, property or other assets;
- E. Forgery or altering the District documents or the documents of third parties submitted to the District;
- F. Unauthorized disclosure of the District's confidential information, including but not limited to information discussed in Closed Sessions of the Board.
- G. Falsely reporting transactions, events, work schedules or other the District events;
- H. Receiving kickbacks from any source.

#### 5.35.1.2 Employee Duty to Report Dishonesty/Fraud

Any employee who believes that an act of dishonesty in violation of this Policy has occurred shall immediately contact either their supervisor or the General Manager. In the event that the employee is unable, for any reason, to report the conduct to their supervisor or to the General Manager, or in the event that the General Manager is the person accused, the employee shall report the conduct to the District Board President or Board Clerk in absence of Board President. This report may be made in writing or orally.

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**5.45.1.3 Investigation**

The General Manager or other person appointed by the District Board of Directors shall investigate any report of dishonesty promptly and thoroughly. Furthermore, to the extent possible and compatible with an investigation, a report of dishonesty shall be kept confidential. Following the investigation, the General Manager or the District Board of Directors, as necessary and appropriate, shall take appropriate corrective action, including discipline or termination. In all events, the investigation and corrective action shall be accomplished as soon as possible.

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**5.55.1.4 No Reprisals**

The District prohibits retaliation of any kind against a reporting employee (including volunteers and interns) or any other employee who has assisted in any way in the investigation of a report of dishonesty.

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**5.65.2 Policy Prohibiting Harassment and Discrimination**

Harassment and discrimination in employment on the basis of sex, race, color, national origin, ancestry, citizenship, religion, age, physical or mental disability, medical condition, sexual orientation, gender identity or gender expression, veteran status, marital status, registered domestic partner status, genetic information, or any other protected basis is prohibited by federal and state law. The District does not tolerate unlawful discrimination or harassment in the workplace or in a work-related situation. Unlawful discrimination and harassment is a violation of these Guidelines. Section 5.6-2 through 5.84 shall also include and applied to members of the District Board of Directors including the use of complaint procedures described herein.

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**5.26.1 Unlawful harassment** in employment may take many different forms. Some examples include, but are not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted comments and jokes;
- Visual conduct such as derogatory posters, cartoons, drawings, or gestures;
- Physical conduct such as blocking normal movement, restraining, touching, or otherwise physically interfering with work of another individual;
- Threatening or demanding that an individual submit to certain conduct or to perform certain actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security, or promotion; and
- Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.

**5.26.2 Sexual harassment** under state and federal laws includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;



- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, appraisal, assigned duties, or any other condition of employment or career development; or
- such conduct is offered in order to receive special treatment or in exchange for or in consideration of any personal action

Sexual harassment also includesIt is a violation of this policy if an employee is subject to any act of retaliation ~~against an employee~~ for reports of violation of this policy or participating in the investigation of a sexual harassment complaint.

Other examples of sexual harassment include, but are not limited to, unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; e-mails that may be inappropriate, offensive, harassing, or creating a hostile work environment; and the display in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoon, or calendar illustrations. Sexual harassment conduct need not be motivated by sexual desire.

### **5.62.3 Policy Prohibiting Abusive Conduct/Workplace Bullying**

Abusive conduct or workplace bullying of the District's employees, by any person in or from the work environment, is strictly prohibited. Abusive conduct or workplace bullying is the conduct of any employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interest. Abusive conduct or workplace bullying includes, but is not limited to:

- Repeated infliction of verbal abuse;
- Derogatory remarks, insults, epithets;
- Verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; or
- Gratuitous sabotage or undermining of a person's work performance.

### **5.75.3 Complaint Procedure**

#### **5.37.1 Internal Complaint Procedure**

Any individual who believes that he or she is the object of harassment, abusive conduct, or discrimination on any prohibited basis, or who has observed such conduct, or who believes he or she has been subjected to retaliation, should first notify his or her supervisor, the District's General Manager or his or her designee either in writing or verbally. The District will investigate the matter and take such action as is warranted under the circumstances, which may include discipline up to

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and including termination. If a complaint is made against the General Manager, then the employee should report the issue to the District's Board President.

The District will maintain strict confidentiality ensuring the privacy of all parties concerned.

#### **5.73.2 Agency Complaint Procedure**

Both the state and federal governments have agencies whose purpose is to address unlawful discrimination in the workplace. If an individual who provides services to the District believes he or she has been harmed by unlawful workplace discrimination, abusive conduct, or harassment, and is not satisfied with the District's response to the problem, he or she may file a written complaint with these agencies. For the State of California, the agency is called the Department of Fair Employment and Housing ("DFEH"). The local address for the DFEH is 1277 East Alluvial Avenue, Suite 101, Fresno, California 93720 (559) 244-4760. For the federal government, the agency is called the Equal Employment Opportunity Commission ("EEOC"). The local address for the EEOC is 2300 Tulare Street, Suite 215, Fresno, California 93712.

#### **5.85.4 Retaliation**

Retaliation against any individual for making a report, or for participating in an investigation, under this policy is strictly prohibited. Individuals are protected by law and by District policy from retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the DFEH or EEOC, or for otherwise participating in any proceedings conducted by the District under this policy or by either of these agencies.

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## Chapter 6: No Smoking/Tobacco Policy

### 6.1 Smoking

The District is committed to a philosophy of good health and a safe workplace. In keeping with this philosophy, smoking, including vaping or e-cigarettes, is not permitted inside the District offices, vehicles or enclosed work areas or anywhere else prohibited by law.

## Chapter 7: Drug and Alcohol-Free Workplace

### 7.1 Scope and Purpose

The District recognizes the problem of substance ~~abuse~~ as abuse as a serious threat to the welfare of District employees and the public. To address this problem, the District has implemented a "Drug and Alcohol-Free Workplace Policy" ~~(the "Policy")~~, incorporated to the Personnel Guidelines by reference. The ultimate goal of this Policy is to maintain a safe, productive, drug- and alcohol-free working environment.

~~Towards that end, the use, possession, distribution, or sale of alcohol or illegal drugs at the workplace, or elsewhere while conducting the District business, is prohibited and is considered a violation of District policy. The District also prohibits intoxication or impairment on the job because of alcohol or drugs. All employees must report to work in a condition fit to perform their jobs safely and efficiently.~~

~~All employees or prospective employees shall be required to read and acknowledge receipt and explanation of the District's adopted Drug & Alcohol Free Workplace Guidelines and Policy Manual. These adopted Guidelines shall be incorporated by reference and included as a part of these Personnel Guidelines & Policy Manual.~~

## **Chapter 8: Conflict of Interest**

District employees shall not place their personal business interest above the best interest of the District or Board's constituents. Accordingly, employees of the District shall not:

- Engage in a substantial financial transaction for private business purposes with another employee whom he or she supervises;
- Take any official action directly and substantially affecting his/her economic benefit with any business, undertaking, or enterprise doing business with the District;
- Disclose or use confidential information acquired in the course of his or her official duties without authorization from the District; or
- Employees may not receive gifts valued over \$10 from any single source per year.

## Chapter 9: District Property

### 9.1 Use of the District Property

District property is to be used only for official district business, in an appropriate manner, and in accordance with all applicable rules, operating procedures, or directives. No employee shall remove, misuse, damage, or destroy District property, or the property of other employees, from the District premises or work site.

### 9.2 Use of the District Vehicles

District vehicles may be used only for the purpose and in the manner authorized by the General Manager. Only authorized and state licensed District employees may operate the District vehicles, in accordance with all applicable traffic laws and designated proper use. Use of the District vehicles outside the District boundaries is permitted only with prior approval from the General Manager. District vehicles may not be used for travel during employees' paid fifteen (15) minute break periods. The District encourages employees to carpool when on official business. District employees may not have family members or friends in District vehicles, ~~without prior approval of the General Manager~~. Employees are expected to leave vehicles in clean and working order.

Employees are required to be in possession of a valid California Driver's license for the class of vehicle being operated. The revoking of that license for any reason by the State of California, or a driving record deemed unacceptable by the District for any reason, may be sufficient cause for termination of employment. Use of personal vehicles for District business is not allowed, unless said use is pursuant to an executed contract agreement, i.e.: General Manager, or is allowed by the District's Purchasing Policies and Procedures sections applicable to mileage reimbursement and use of personal vehicles for District business allows said use. The District's adopted Purchasing Policies and Procedures are incorporated herein by reference as a part of this Policy Manual.

Traffic citations, with the exception of faulty equipment are the employee/driver's responsibility. If an employee is involved in an accident, the employee must immediately notify his or her immediate supervisor or General Manager and should not make any statement concerning the responsibility for the accident to anyone, but a District representative. This applies to accidents while operating personal vehicles on District business as well as District-owned vehicles. Cooperation should be extended to law enforcement officers. Failure to comply shall be subject to disciplinary action up to and including termination.

### 9.3 Cellular Telephone Usage

Employees may be provided with a business cell phone or camera for conducting official business. All uses of cell phones or cameras shall be done in conformance with District policies and federal and State law. Cellular telephone usage includes, but is not limited to phone calls, text messaging, and usage of applications on smart phones ("Phone Usage").

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Personal cellular telephones may be used by employees during work time hours only for essential personal calls, or for an occasional personal business call. Essential personal calls

are defined as calls of minimal duration and frequency that are urgent in nature and cannot be made at another time. Examples of essential personal calls are calls to arrange for care of a child or other family emergency, to alert a family member of an unexpected delay due to a change in work schedule, or to arrange for transportation or service in the event of car trouble, etc.

To the extent possible, ~~personal cellular telephone~~ Phone ~~Usage~~ should be confined to rest and lunch breaks, and in locations such that the conversation is not disrupting to other employees or District business.

### **9.3.1 Cellular Phone Safety**

For safety reasons personal and District-owned ~~cellular telephone usage~~ Phone Usage is not be permitted while employees are engaged in a continuous operation, such as a member on a utility crew engaged in the construction or repair of District facilities.

Employees are expected to operate District vehicles and equipment in a safe and prudent manner. Accordingly, employees may not use cell phones while driving unless the phone is specifically designed and configured to allow hands-free listening and talking. Similarly, employees are not permitted to text while driving.

## Chapter 10: Disciplinary Action

### 10.1 General Rules of Conduct

The District expects all of its employees to act in the best interest of the District and its customers and residents. It is the responsibility of all employees to observe all rules, guidelines, and operating procedures of the District. The District further expects that each of its employees will act in a polite and professional manner when dealing with members of the public and other employees. These General Rules of Conduct, along with the “Examples of Unacceptable Conduct” listed below, are not meant to be all-inclusive, but rather to provide illustrations of acceptable conduct versus problematic conduct.

### 10.2 Examples of Unacceptable Conduct.

The following list presents examples of some of the types of unacceptable conduct that may result in disciplinary action, up to and including immediate termination. This list is not an exhaustive list of what may result in discipline, up to and including immediate termination:

- A. Fraud in securing employment;
- B. Abuse of sick leave, continued absenteeism or tardiness, and/or unexcused absences;
- C. Falsification of records;
- A-D. Inadequate job performance;
- B-E. Dishonesty;
- C-F. Violence or threat violence towards other employees or the public;
- D-G. Conviction of a felony or misdemeanor involving a crime of moral turpitude;
- E-H. Theft;
- F-I. Negligent or reckless operation of District vehicles and equipment;
- G-J. Falsification of, or material omission from any employment application, payroll records, time reports, or other the District documents;
- K. Violation of any of the District's Policies, Procedures, Administrative or Operational Directives, including any policies in these Personnel Guidelines, or inducing other employees to violate any such rules;
- H-L. Violation of the District's Purchasing Policies;
- L-M. Violation of safety rules or practices;
- N. Violation of the District's policy prohibiting harassment, abusive conduct or discrimination;
- O. Violation of the District's Drug and Alcohol Free Workplace Policy;
- P. Sleeping during work hours is prohibited unless separate authorization has been given;
- J. Unauthorized or excessive absence without leave;
- K. Excessive tardiness;
- Q. Possession of firearms or dangerous weapons on District property;
- L-R. Private use of District equipment, vehicles, tools, and materials.
- M-S. Unauthorized disclosure of or other failure to properly protect trade secrets of the District;

- ~~N. Violation of the District's policy prohibiting harassment or discrimination;~~
- ~~O. Violation of the District's Drug and Alcohol Free Workplace Policy;~~
- ~~P. Sleeping during work hours is prohibited unless separate authorization has been given;~~
- Q-T. Soliciting coworkers when either employee is on working time being paid for by the District is prohibited, including the use of e-mail. Distribution or posting of pamphlet, leaflets, or any other literature in the District offices is prohibited during working time of any employee involved.

### 10.3 Types of Disciplinary Action

Disciplinary action includes oral warning, written warning, disciplinary probation, suspension, reduction in salary, demotion, reduction in salary, or termination of employment.

- A. Oral Warning: communication to an employee that his or her performance or behavior must be improved and failure to do so may result in more serious discipline. An employee's supervisor or the General Manager may note the date, time, and content of oral reprimand, but no record of oral reprimand shall be placed in the employee's personnel file unless subsequent action is necessary.
- B. Written Warning: a formal written notice to an employee that further disciplinary action will be taken unless his or her performance or behavior improves. A copy of the written reprimand is given to the employee and the original is filed in the employee's personnel file. The employee must acknowledge receipt of the written warning by signing the letter at the time of presentation; this signature signifies only the receipt of the document, it does not signify the employee's agreement with the allegations.
- C. Disciplinary Probation: this form a disciplinary action lasts for a specified period of time, not to exceed six (6) months. Employees on disciplinary probation may be terminated for failure to meet performance or behavior standards as provided by in the employee's job classification.
- D. Suspension: the temporary removal of an employee from his or her duties without pay for disciplinary purposes for up to thirty (30) working days. Employees suspended from his or her employment with the District forfeit all rights, privileges, and salary with the exception of group health and life insurance benefits.
- E. Reduction in Salary: a decrease in salary paid to an employee for a specified period of time for disciplinary purposes.

**Commented [1]:** The District promised SLOCEA legal authority, which supports this policy.

The United Supreme Court has ruled that an employer cannot ban employee solicitation on company premises during non-working time, absent special circumstances. (*Guard Publ'g Co.*, 351 N.L.R.B. No. 70 (2007) (construing *Republic Aviation v. NLRB*, 324 U.S. 793 (1945)).

As a result, the rule is that an employer's non-solicitation policy is presumptively valid if it is limited to prohibiting solicitations during working time.

While employees enjoy limited rights to solicit and distribute union materials on company property, an employee enjoys no general statutory right to use an employer's equipment for union purposes. Employer equipment includes items such as bulletin boards, copy machines, and telephones. In *Guard Publishing Co.*, 351 N.L.R.B. No. 70 (2007), a divided (along party lines) Board extended this rule to an employer's e-mail system, holding that an employer "may lawfully bar employees' non-work-related use of its e-mail system, unless the employer acts in a manner that discriminates against Section 7 activity." (*Id.* at 1116.)



- F. Demotion: the removal of an employee from a position to another position carrying a lower maximum rate of pay, as a result of a disciplinary action.
- G. Discharge: the removal of an employee from District services, as provided for in these Guidelines.

#### **10.4 Disciplinary Notice/Appeal Procedure**

This Section does not apply to probationary or temporary employees.

##### **10.4.1 Written Notice of Proposed Action**

In the event the District imposes disciplinary action ~~consisting of a written warning or a suspension without pay of five (5) days or fewer as described in section 10.3, subsections C-G,~~ the employee will be given a notice of the disciplinary action.

- A. Notice of Disciplinary Action  
Whenever a disciplinary action is to be taken against an employee, the employee shall be notified in writing of the proposed disciplinary action to be taken. The notice may be served upon the employee, either personally or by certified mail, and shall contain the following information:
  1. A statement of the disciplinary action to be taken.
  2. The effective date of the disciplinary action.
  3. The reason or cause of the disciplinary action.
  4. A summary of the facts upon which the charges are based.
  5. Notice that the employee may inspect copies of all materials upon which the disciplinary action is based.
  6. A statement notifying the employee that he or she has ~~five (5)~~ ten (10) working-business days in which to respond orally or in writing regarding the proposed disciplinary action.
  7. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.
- B. Notice of Suspension  
Prior to the imposition of discipline ~~as described in section 10.3, subsections C-G, consisting of suspension without pay for three (3) or more days, reduction in pay, demotion, or termination,~~ a regular employee shall be provided a written notice or "Skelly letter" by the employee's supervisor or General Manager proposing to implement discipline which contains:

1. Notice of the proposed action;
2. The reasons for the proposed action;
3. A copy of the charges and any materials upon which the proposed action is based;
4. Notice that the employee is entitled to an opportunity to respond within five (5) working days after the notice has been served upon employee to the charges orally or in writing, or both, personally or with a representative who may be an attorney;
5. The date and time of the response or “Skelly” meeting, which shall be held ~~in no less than ten (10) calendar days from receipt of notice, during which the employee and his or her representative shall have an opportunity to refute the charges or present facts that may not be known~~ according to section 10.4.2;
6. Notice that if the employee fails to attend the response meeting the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

#### **10.4.2 Response Meeting/Skelly Hearing**

No less than ten (10) ~~calendar-business~~ days after the notice has been served upon employee, employee shall have the opportunity to refute charges or present facts that may not be known at a “Skelly” hearing. The employee may respond orally or in writing, personally or with a representative. Neither party shall be entitled to call witnesses or take testimony.

At the meeting, the General Manager may consider information contained in the charges and recommendations, as well as information presented by the employee or his or her representative.

~~At the conclusion of the response meeting or within ten (10) working days after service of the notice, the General Manager or his or her designee shall issue an order, implementing or determining not to implement the proposed disciplinary action. The General Manager may implement an action that is of lesser severity than what was initially proposed. The decision shall also inform the employee of his or her right to appeal as provided in section 10.4.4 below.~~

#### **10.4.3 Post-Skelly Final Notice**

~~Within ten (10) days after the Skelly Hearing, After the response or the expiration of the employee’s time to respond to the notice,~~ the appropriate authority shall: 1) dismiss the notice and take no disciplinary action against the employee; 2) modify the intended disciplinary action; or 3) prepare and serve upon the employee a final notice of disciplinary action.

The final notice of disciplinary action shall include the following:

1. The disciplinary action taken.
2. The effective date of the disciplinary action taken.
3. Specific charges upon which the action is based.
4. A summary of the facts upon which the charges are based.
5. The written materials, reports and documents upon which the disciplinary action is based.
6. The employee's right to appeal.

If an employee fails to respond to the notice for a Skelly Hearing, the General Manager shall notify the employee in writing that his or her time to respond has expired, and that the discipline shall be imposed.

Disciplinary action other than a suspension, demotion or termination (i.e., written or oral reprimands) shall not be subject to appeal. Disciplinary action consisting of a suspension, demotion or termination may be appealed by regular employees pursuant to Section 10.6.4.6.

#### **10.4.4 Appeals of Disciplinary Action**

Any regular employee shall have the right to appeal to the General Manager from any disciplinary action taken by his or her supervisor following a Skelly hearing. Such appeal shall be in writing and must be filed with the General Manager within ten (10) ~~businessworking~~ days after receipt of written notice of such disciplinary action. Failure to file an appeal within such period constitutes a waiver of right to appeal.

The General Manager shall conduct a hearing as provided above. Neither the provisions of this section or this Chapter shall apply to reductions in force or reductions in pay, which are part of a general plan to reduce or adjust salaries and wages. However, any reduction in pay is subject to the meet and confer process pursuant to Government Code sections 3504.5 and 3505.

In the event the General Manager institutes the disciplinary action against an employee, he or she shall be disqualified from presiding at the appeal hearing. ~~Should the General Manager be disqualified, or should he disqualify himself as hearing officer. In such case, the Board of Directors shall appoint a hearing officer who shall have the same power, authority, and responsibility as the General Manager would have as a hearing officer.~~ Hearing Officer will be appointed pursuant to section 10.4.11.

#### **10.4.5 Selection of Hearing officer for Appeal of Disciplinary Action**

If the General Manager is disqualified, the appeal shall be heard by a hearing officer provided to the District by a non-profit organization or governmental agency with whom the District has contracted to conduct hearing pursuant to these Guidelines. No hearing officer shall be compensated or evaluated, directly or indirectly, based upon the outcome of any hearing.

#### **10.4.6 Appeal Hearing**

The General Manager or the appointed hearing officer shall conduct an appeal within thirty (30) days of receipt of employee's request for appeal. The General Manager or the appointed hearing office may continue the hearing either for the convenience of the District or for good cause ~~or~~ upon written application of the appellant or District, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing shall be conducted in accordance with the provisions of Section 11509 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of said Government Code, and the parties may submit all proper and competent evidence against, or in support of the causes.

#### **10.4.7 Representation at Appeal**

Any District employee other than those appointed to supervisory, management, and confidential classifications shall be permitted to represent another District employee or group of District employees at the hearing of the appeal. The appellant may appear in person or be represented by counsel.

#### **10.4.8 Notices to Witnesses: Cost**

The General Manager shall issue notice for the appearances of witnesses for the appellant upon his written request and at his cost. The General Manager may require such cost to be prepaid.

#### **10.4.9 Failure of Employee to Appear at Appeal Hearing**

Failure of the appellant to appear at the hearing without the prior written approval of the hearing officer, shall be deemed a withdrawal of his or her appeal and the action of the General Manager or supervisor shall be final.

#### **10.4.10 Decision on the Appeals**

The General Manager or appointed hearing officer shall render a written decision within thirty (30) days after concluding the hearing. The General Manager's decision shall be final and conclusive, except when an employee is suspended for more than three (3) days or discharged. A copy of such decision shall be forwarded to the appellant. If the disciplinary action taken against the employee is reversed or modified by the General Manager or an appointed hearing officer, the employee ~~may will~~ be compensated ~~in whole or in part,~~ for the time lost ~~if any, as determined by the General Manager that resulted from the reversed disciplinary action.~~

In cases involving suspending an employee for more than three (3) days or discharging an employee, a copy of such decision shall be forwarded to the employee.

#### **10.4.11 Notice of the Binding Arbitration**

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The employee may, within ten (10) ~~business~~~~working~~ days after receipt of written notice of the General Manager's ~~or hearing officer's~~ decision, give notice to the General Manager that the association representing the grieved employee ~~may will~~ submit the matter to binding arbitration. ~~The arbitration board~~~~arbitrator~~ shall ~~consist of one retired superior court judge~~ be selected in accordance with section 10.4.11, and the cost of arbitration shall be borne equally between the District and the employee. The arbitration hearing shall be held within thirty (30) days from the date of the request by employee to submit to arbitration. The parties may agree to continue the date of the arbitration hearing by mutual agreement.

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#### **10.4.12 Selection of Arbitrator**

The District and exclusive employee representative shall maintain a list of no less than five (5) and no more than seven (7) arbitrators to utilize in accordance with this section. The names shall be selected by mutual agreement of the parties and shall be refreshed from time to time as needed by mutual agreement.

Whenever an arbitrator is needed to preside over an arbitration hearing, the District and employee, or employee's representative shall stipulate to an arbitrator on the arbitration list. If no stipulation can be reached, the parties shall each take turns striking arbitrator names until only one name is left. The party to strike the first name from the list shall be the District, if the date of the name striking occurs on an odd number date. The appellant or his or her representative shall strike the first name is such striking occurs on an even numbered date.

The remaining arbitrator shall be designated by the parties to preside at the hearing and render a final and binding decision in the matter.

The binding arbitration hearing shall be conducted in accordance to the procedures set forth in section 10.4.6.

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## Chapter 11: Grievance Procedure

With the exceptions below, a grievance is defined as a complaint by an employee that the District has violated a written policy contained in these Guidelines, ~~or an applicable MOU between the District and a recognized employee organization,~~ or a provision of federal, state, or local law, which adversely affects the employee. Specifically excluded from the grievance procedures are claims or complaints of alleged discrimination or harassment, performance evaluations, and all disciplinary actions. Specific procedures for concerns regarding those items are addressed in separate sections of these Guidelines.

### 11.1 Grievance Procedure Steps

**Level I, Preliminary Informal Resolution.** An employee who believes she or he has a grievance shall present it orally to her or his immediate supervisor within ~~five (5) working~~ ten (10) business days after the employee knew, or reasonably should have known, of the circumstances that form the basis for the grievance. The immediate supervisor will discuss the grievance with the employee and respond to the employee in writing within ~~three (3) calendar~~ ten (10) business days after their discussion. If the grievance is against the employee's supervisor, the employee may skip Level I and advance to Level II, provided he or she complies with all applicable time limits and other requirements for Level I.

**Level II, Supervisor.** If the grievance is not resolved at Level I, the employee may present her or his grievance in writing to his or her supervisor or to the General Manager within ~~five (5) working~~ ten (10) business days of the date of the Level I response.

The Level II grievance shall include the following:

- A. A concise statement of the grievance, including specific reference to the policy allegedly violated;
- B. The circumstances involved;
- C. The decision rendered at Level I, if any;
- D. The dates when: (i) the grievance was first discussed with the immediate supervisor; (ii) the Level I response was issued; and (iii) the employee submitted the grievance to Level II;
- E. The specific remedy sought.

Within ten (10) calendar days of receipt of the employee's Level II grievance, the employee's supervisor or the General Manager shall meet with the employee and try to resolve the dispute. He or she shall issue a written response to the employee within ten (10) calendar days of the meeting with the employee. If no response is issued within the time limit, the grievance will be deemed denied at that level and the employee may appeal to the next level.

**Level III, General Manager.** In the event the grievance is not resolved at Level II, the employee may, within seven (7) ~~en (10) calendar business~~ days of the date of the Level II response, appeal the decision in writing to the General Manager. If the decision being applied was made by the General Manager then the employee may skip Level II and proceed to Level IV. The Level III appeal shall include a copy of the original grievance; a copy of the written Level II decision; and a clear, concise statement of the reasons for the appeal to Level III.

Within ten (10) calendar days from the date of General Manager's receipt of the Level III grievance, the General Manager will issue a written determination to the employee.

**Level IV, Hearing.** If the grievance is not resolved at Level III or if the grievance is against the General Manager, the employee may, within seven (7) business days of the date of the Level III written response, appeal the decision by submitting to the ~~District's President of the Board a written request for appeal the Board.~~ General Manager a written request for appeal by a designated hearing officer, who will be selected in accordance with section 10.4.11. ~~The President, as soon as possible, at a regular monthly meeting of the Board, shall schedule a hearing to formally receive the written grievance and the answers thereto at each step and hear evidence regarding the issue or issues. Both the parties to the appeal and their respective representatives may be present and submit testimony and/or evidence at the hearing before the Board. The costs, if any, for the services of the hearing officer will be split equally between the employee and the District, not to exceed more than five hundred dollars (\$500.00). After the hearing, the Board hearing officer will issue an advisory written recommendation on the matter to the Board of Directors, who will consider the recommendation in closed session. The Board of Directors will then issue a and binding decision on the appeal final decision on the appeal, subject to judicial review.~~

### **11.2 General Rules for Grievances**

All employee grievances must follow the steps outlined above. Except as expressly stated in this policy, at no time may an employee bypass a step. Employees shall not approach the General Manager directly with a grievance as an initial matter, unless the General Manager is the employee's direct supervisor. Time limits set forth above may be extended upon the written consent of both parties. Employees will not be retaliated against for filing or pursuing a grievance in good faith under this procedure. Employees are entitled to representation throughout the grievance process.

If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance, within the time limits specified above, the grievance shall be considered withdrawn.

A copy of all formal grievance decisions shall be placed in a grievance file belonging to the District. A copy of the grievance decision will be provided to the employee.

### **11.3 Expungement of Written Reprimands**

A written reprimand may be expunged upon sustained corrective behavior, as determined by the General Manager, after a period of three (3) years from the date of the reprimand. It is the



responsibility of the employee to request that his or her personnel file be purged of the written reprimand.

The General Manager will consider the following factors in making his or her decision:

1. whether the employee received further discipline of any kind;
2. employee's performance evaluation reviews are at least satisfactory in all categories; and
3. that the only one expungement can occur during their employment with the District.

## **Chapter 12: Employee Records**

### **12.1 Personnel Records and Information**

The District retains personnel records concerning its employees. Such records ordinarily include applications, insurance forms, payroll deduction authorizations, performance appraisals, certain pay records, transfer and promotion forms, records of disciplinary action, training records, and any certificates or credentials required for an employee's job. Other information concerning employees may be kept as personnel records at the discretion of the District.

In order to keep personnel records current, the General Manager or his or her designee must be notified of any change in an employee's personal status and information, such as: changes of address, telephone number, marital status, military status, any birth or death in an employee's immediate family, any change in the name or telephone number of the person to be notified in case of emergency, any change in insurance beneficiary, or any other information needed to maintain accurate records. These changes shall be provided to the General Manager or his or her designee within thirty (30) days of the change in an employee's personal status.

Each employee is also responsible for providing the District with records concerning any licenses or certificates required in the performance of his or her job, as well as any documents showing that education or training relevant to employment has been completed.

### **12.2 Release of Information**

Personnel records are considered confidential. Employees may examine their own personnel records, except for letters of reference, by contacting the General Manager or his or her designee. Employees may authorize the release of their own personnel records by executing a written request identifying the records to be released and the person or entity to which they may be released.

Ordinarily, no information on past or present employees shall be provided by the District, other than employment dates and job title, unless such requests for information are accompanied by a signed authorization by the employee to release the information requested.

## Chapter 13: Personnel Actions

### 13.1 Separation Procedures

Employees who separate from the District for any reason will be paid for any comp time or vacation time that is accrued but unused at the time of their termination. Employees do not receive any pay out for accrued but unused sick leave at termination, or at any other time.

Terminating employees may be eligible to continue coverage under the District's group health insurance at their own expense pursuant to COBRA.

### 13.2 Disciplinary Termination

Employees who are terminated for disciplinary reasons or for "good cause" as defined in these Guidelines are not eligible for rehire.

### 13.3 Layoff Policy and Procedure:

1. **Statement of Intent:** Whenever the Board determines necessary to abolish any District position, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal.
2. **Notification:** Employees to be laid off will be given, whenever possible, at least fourteen (14) calendar days prior notice, if possible.
3. **Order of Layoff:** Employees are generally laid off in the inverse order of their seniority in their classification in the department, although this order is subject to business needs. Seniority is determined based upon date of hire in the department. Within each class, and subject to business needs, employees will generally be laid off in the following order: temporary, part-time, probationary, and regular.

In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least 30 days and no more than 12 months prior to lay off, as follows:

First, all employees having ratings of "improvement needed;" second, all employees having ratings of "competent;" third, all employees having rating of "outstanding."

4. **Transfer in Lieu of Layoff:** An employee affected by layoff may be transferred to a vacant position within the same or comparable classification, or a vacant position in any former classification, first within the affected department and then District-wide, which the employee once held as a regular employee,

provided that the employee meets the minimum qualifications of said positions and the compensation is at the same or lower rate of pay.

5. **Re-employment Rights for Laid Off Employees:** Regular employees who have been laid off shall be automatically placed on a re-employment list for 2 years from the date of layoff for the classification from which they were laid off.
6. **Mass Layoff:** If the District finds it necessary to enforce a mass layoff, it must provide at least a sixty (60) day notice prior to the mass layoff. A mass layoff is defined as job loss for at least fifty (50) employees in a thirty (30) day period. California's WARN Act, codified in Labor Code Sections 1400-1408 also applies to the closing of an industrial or commercial facility with at least seventy-five (75) employees, or the relocation of an industrial or commercial facility with at least 75 employees to a location at least one hundred (100) miles away.

#### **13.4 Voluntary Resignations in Good Standing**

An employee who resigns in good standing is eligible to seek for re-employment with the District. Good standing shall mean providing at least a two (2) week notice and the completion of all necessary exit forms and exit interview.

#### **13.5 Exit Interview**

For the purpose of ascertaining potential eligibility for unemployment insurance benefits, all employees separating from the District for any reason shall be given an interview prior to termination.

The interview shall be conducted by a representative of the General Manager and shall produce specific information as to the causes and reasons for the separation. The information shall be recorded on a standard form provided by the District, which the employee shall be required to sign.

A copy of the complete report shall be transmitted to the employee's immediate supervisor and General Manager for comment and be returned for retention in the employee's personnel file.

### **13.5.1 Property Return Agreement**

Upon employment with the District, each employee may complete a Property Return Agreement if they receive any District property. Property includes, but is not limited to, laptops, cell phones, PDAs, equipment, keys, reports, proprietary information, and any other job related materials. All District property must be returned prior to departure.

### **13.5.2 Employment Reference Checks**

All inquiries regarding a current or former District employee must be referred to the General Manager. Should an employee receive a written request for a reference, he or she must refer the request to the General Manager for handling. Employees may not issue a reference letter to any current or former employee without the permission of the General Manager.

Under no circumstances should an employee release any information about a current or former employee over the telephone. All telephone inquiries regarding any current or former employees of the District must be referred to the District Manager.

In response to an outside request for information regarding a current or former District employee, the General Manager will only verify an employee's name, date of employment, and job title. No other data regarding any current or former District employee will be released unless the employee authorizes the District to release such information in writing or the District is required by law to furnish any information.

If, however, an employee is contacted to give a personal reference regarding a current or former District employee, he or she is permitted to do so and should emphasize to the inquirer that the reference is personal only and not on behalf of the District.

Failure to follow these directions may be cause for corrective action up to and including termination.

## **Chapter 14: Internet, E-mail and Electronic Communications**

The District believes that employee access to and use of the internet, e-mail, and other electronic communications resources benefits the District and makes it a more successful local public agency. However, the misuses of these resources have the potential to harm the District's short- and long-term success. Employees should have no expectation of privacy in work-related e-mails or internet usage while using District computers.

The District has established this policy to ensure that the District employees use the District-provided computer resources, such as the internet and e-mail, in an appropriate manner.

### **14.1 Rules Regarding Prohibited Use**

Employees shall not use the District internet and e-mail in an inappropriate manner. Prohibited use of the internet and e-mail systems includes, but is not limited to:

1. Accessing internet sites that are generally be regarded in the community as offensive (e.g., sites containing pornography or that exploit children), or accessing sites for which there is no official business purpose (e.g., social media websites or online shopping websites).
2. Engaging in any profane, defamatory, harassing, illegal, discriminatory, or offensive conduct or in any conduct that is otherwise inconsistent in any way with the District policies.
3. Distributing copyrighted materials.
4. As computer viruses can become attached to executable files and program files, receiving or downloading executable files and programs via electronic mail or the internet without express permission of the Systems Administrator is prohibited. This includes, but is not limited to, software programs and software upgrades. This does not include e-mail or documents received via e-mail and the internet.
5. Use of another person's name or account, without express permission of the System Administrator, is strictly prohibited.
6. Using the District's computer resources for personal social media, online shopping, and other similar online commercial activity.
7. Employees must respect all copyright and licensed agreements regarding software or publication they access or download from the internet. The District does not condone violations of copyright laws and licenses and the employee will be personally liable for any fines or sanctions caused by the employee's license or copyright infringement.

### **14.2 Additional Guidelines**

Employees are expected to understand and comply with the following additional guidelines regarding use of the internet and District computer systems.

1. Internet access is to be used for the District business purposes only. Employees who have completed all job tasks should seek additional work assignments. Use of the internet should not interfere with the timely and efficient performance of job duties. Personal access to the internet and e-mail is not a

benefit of employment with the District. Limited personal use of the District's systems to access internet, e-mail, and other electronic communications may be permitted only during the employee's authorized break time.

2. Employees do not have any right or expectation to privacy in any the District computer resources, including e-mail messages produced, sent, or received on the District computers or transmitted via the District's servers and network. The District may monitor the contents of all computer files and e-mail messages to promote the administration of the District operations and policies.
3. Employees' access to and use of the internet, e-mail, and other electronic communications on the District systems is monitored, and such files and electronic communications may be reviewed by the District at any time. Employees have no expectation of privacy.
4. Deleting an e-mail message does not necessarily mean the message cannot be retrieved from the District's computer system. Backup copies of all documents, including e-mail messages, that are produced, sent, and received on the District's computer system, can be made.
5. E-mail and any attachments are subject to the same ethical standards, and standards of good conduct, as are memos, letters, and other paper-based documents.
6. Currently all District e-mail sent is not encrypted. Unencrypted electronic mail is not a secure way of exchanging information or files. Accordingly, employees are cautioned against transmitting information in an electronic mail message that should not be written in a letter, memorandum, or document available to the public.
7. E-mail, once transmitted, can be printed, forwarded, and disclosed by the receiving party without the consent of the sender. Use caution in addressing messages to ensure that messages are not inadvertently sent to the wrong person.
8. Virus scanning software shall be used where provided.
9. It is advisable for all employees of the District to remind customers, clients, and contractors of security issues when sending confidential electronic mail or documents to the District via electronic mail. If applicable, our customer, clients, or contractors should be reminded to implement a security policy and make sure their employees understand the ramifications of sending confidential information via electronic mail.
10. Employees must scan all downloadable materials before using or opening them on their computers to prevent the introduction of any computer virus.

## **Chapter 15: Miscellaneous Policies**

**15.1 Political Activity**

Every employee has the right as a citizen to participate fully in the political process. Employees are encouraged to participate by attending public meetings, running for elected office, voting, and otherwise participating in the community as a good citizen. No employee, however, shall campaign for himself or herself or any other candidate or cause during District business hours, or during employee work time or using the District resources. No employee shall publicly campaign for any candidate or cause while wearing a District uniform, insignia, or otherwise while representing the District.

**15.2 Desks, Lockers, Storage, and Other Personal Inspections**

The District reserves the right to open and enter, upon reasonable suspicion and with or without the employee’s permission any office, desk, locker, file cabinet, or other storage location on the District premises or work sites (including the District parking areas) and to inspect vehicles or any containers brought into the workplace or work site.

Although an employee may be assigned an office, desk, vehicle, locker, file cabinet, or other storage area or device by the District, such assignment shall not create an expectation of privacy in the use of such items or areas. These items remain the property of the District and may be searched at any time.

**15.3 District Visitors**

Access to the District facilities, except for public areas, is restricted for safety reasons. Employees shall not receive visitors at non-public areas of District facilities office except with the express permission of the General Manager. All visitors must check in at the business office and wait until the District personnel are available to meet with them at the business office.

**15.4 Media Contact Policy**

The General Manager is the designated point of contact for the District for all media contact, as the General Manager is the official spokesperson for the District. Any contact by the media to an employee of the District regarding the District shall be immediately reported to the General Manager. Unless approved by the General Manager, no employee shall issue a statement or communicate with the media on behalf of the District.

**15.5 Phone Policy**

The personal use of District phones should be limited to break and lunch times unless it is an emergency. Long distance use of any the District landline for personal use is prohibited unless specifically authorized by the employee’s supervisor or General Manager.

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**Commented [2]:** SLOCEA raised concern about this policy. If an employer has a clear policy allowing for reasonable searches of employee areas, its employees' expectations of privacy will be diminished. The objectives of any search should be job related and the degree of intrusion restricted to what is reasonably necessary in order for the search to be deemed reasonable. Absent a voluntary consent or a preannounced search policy, an employer may not conduct a general search of an employee's property or person, even, for example, when the employer has probable cause to believe that the employee possesses illegal drugs. Rather, the employer must confine the search to items in plain view, to which no reasonable expectation of privacy attaches.

In general, the Fourth Amendment dictates that searches should be: Based on reasonable suspicion (i.e., reasonable grounds for suspecting that the search will turn up evidence of workplace misconduct); or Based on legitimate business needs (e.g., the need to retrieve a work file); and Limited in scope to that conduct necessary to achieve those purposes. (*O'Connor v Ortega* (1987) 480 US 709, 107 S Ct 1492)

The District will keep this policy.





**RESOLUTION NO. 2016-30**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT ADOPTING A COMPREHENSIVE REVISION TO  
DISTRICT PERSONNEL GUIDELINES AND PROCEDURES POLICY REPLACING AND RESCINDING  
ANY AND ALL PREVIOUS RELATED POLICIES AND PROCEDURES**

**WHEREAS**, the State Government Code Section 54202 provides that every local agency may adopt policies and procedures to establish and maintain personnel policies and guidelines for governing the San Miguel Community Services District (“District”) personnel employment that is consistent with applicable State and Federal laws; and

**WHEREAS**, the District Board of Directors (“Board”) has determined that these guidelines and procedures are in conformance with all provisions of state law governing District’s ability to establish personnel policies and guidelines and shall be in effect as of the date of adoption of this Resolution; and

**WHEREAS**, the District received a request from the San Luis Obispo County Employees Association (“SLOCEA”) to meet and confer with SLOCEA representatives about their concerns and issues related to the proposed comprehensive revision to District Personnel Guidelines and Procedures Policy (“Policy”) prior to consideration and action being taken; and

**WHEREAS**, the District requested, on or about August 1, 2016, a pre-meeting submittal, by SLOCEA, listing of their concerns and/or questions prior to attending a meet and confer session.

**WHEREAS**, the District representatives, in good faith effort, met and conferred with SLOCEA representatives and a represented employees steward to review and discuss their questions and concerns about the proposed comprehensive revision to the proposed Policy prior to the Board’s consideration and action being taken; and

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Directors of the San Miguel Community Services District hereby determines the need to adopt a comprehensive revision to its Personnel Guidelines and Procedures Policy that are hereby approved and adopted for the purpose of governing and setting appropriate employee procedures, consistent with State law.

**BE IT FURTHER RESOLVED**, this Resolution and the Policy shall remain in full force and effect until rescinded or replaced by the Board resolution or ordinance.

**PASSED AND ADOPTED** by the Board of Directors on a motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 15<sup>th</sup> day of September, 2016.

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John Green, President  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

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Darrell W. Gentry, General Manager  
and Secretary to the Board

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Doug White, District General Counsel