

RESOLUTION NO. 2022-57
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AFFIRMING THE EMPLOYMENT AGREEMENT WITH
NICHOLAS SCHNEIDER FOR THE GENERAL MANAGER POSITION

WHEREAS, the Board of Directors (Board) of the Georgetown Divide Public Utility District (District) entered into an agreement with Ralph Anderson & Associates to provide executive search services on March 18, 2020; and

WHEREAS, through this process, an employment agreement with Adam Coyan was affirmed by the Board on July 13, 2021, and on August 9, 2022, Mr. Coyan announced he had rendered a 60-day notice and resignation; and

WHEREAS, the Board was able to reinstate the services of Ralph Anderson & Associates to draw upon the previous recruitment efforts to select a new General Manager; and

WHEREAS, Nicholas Schneider was reinterviewed, offered the position, and accepted the Employment Agreement on August 26, 2022, and will begin on September 19, 2022; and

WHEREAS, the Employment Agreement provides for an annual base salary of \$169,000; a CalPERS retirement of 2% at 62, deferred compensation of 5% of base salary per year, annual vacation leave of 120 hours, and administrative leave of 40 hours per year; and

WHEREAS, salary and benefits contained in the Employment Agreement is budgeted in the FY 2022-2023 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the Employment Agreement (**Exhibit A**) between the District and Nicholas Schneider is **AFFIRMED**.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of September 2022, by the following vote:

AYES: MACDONALD, THORNBROUGH, SEAMAN, STEWART, SAUNDERS

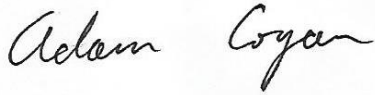
NOES: None

ABSENT/ABSTAIN: None



Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

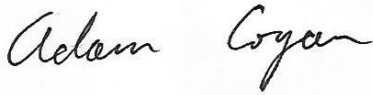
Attest:



Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2022-57 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 13th day of September 2022.



Adam Coyan, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**EMPLOYMENT AGREEMENT
GEORGETOWN DIVIDE PUBLIC UTILITY
DISTRICT GENERAL MANAGER**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 17 th day of August 2022 (“Effective Date”), by and between the Georgetown Divide Public Utility District, a California public utilities district (the “District”) and Nicholas Schneider (“Employee”), an individual. The District and Employee may individually be referred to herein as “Party” or collectively as “Parties”. There are no other parties to this Agreement.

RECITALS

A. The District has created the position of District Manager (“General Manager”), pursuant to Public Utilities Code section 16111, subdivision (d), to be the administrative head of the District government under the direction and control of the District's Board of Directors (“Board”).

B. The District has been actively recruiting for the position of General Manager and has interviewed numerous qualified applicants.

C. The Board has evaluated Employee's knowledge, experience, administrative skills, and abilities, as evidenced in his professional background, and has determined that Employee is the best candidate within the District's General Manager salary range and is qualified to fill the position of General Manager; and

D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code section 53260 et seq. to appoint Employee as the General Manager for the District.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties and in consideration of the benefits that accrue to each, it is agreed as follows:

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 19 of this Agreement, Sections 1 through 19 shall prevail.

Section 2. Appointment of General Manager, Duties and Term.

Section 2.1 Appointment of General Manager. The Board hereby appoints Employee to the position of General Manager, in and for the District, to perform the function and duties of the General Manager as specified in this Agreement, and Employee accepts such appointment and employment pursuant to the terms of this Agreement. Employee's starting date with the District is September 26, 2022.

Section 2.2 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by one or both of the Parties ("Term"), as outlined in Section 15 of this Agreement.

Section 2.3. General Manager Duties. For the Term, Employee shall perform the functions of the General Manager position in accordance with Public Utilities Code section 16114, the terms of this Agreement, and the District's General Manager job description, last ratified as of May 2020, which is attached hereto as **Exhibit A**. Employee's duties, responsibilities, and limitations as General Manager include, but are not limited to:

A. Under administrative direction of the Board, Employee shall be in charge of the administrative public relations, personnel, and general affairs of the District. Employee shall represent the Board's policies and programs with other employees, community organizations and the general public. Employee shall report to the Board as needed, including at regular and special meetings, work with other employees of the District, including preparation of contracts, review of budget requests and to make those recommendations reasonably necessary to run the District.

B. Employee does not have authority to enter into any contract in excess of Forty-Five Thousand Dollars (\$45,000.00) without the express consent of the Board. Employee has authority to enter into any contract up to Forty-Five Thousand Dollars (\$45,000.00), which expenditure is set forth in the approved annual budget, consistent with District Ordinance 2012-18 or any modification thereto, which sets forth the General Manager's contracting authority

C. Employee shall conduct the business of the District and report to the District at general or other meetings noticed by the District. Employee shall otherwise have the responsibility and authority for operation of all works of the District, including its infrastructure, reservoirs, tanks, water treatment plants, water conveyance, water pipelines, and any and all other equipment and property. Employee shall be responsible for supervising and directing personnel at the District, including personnel actions. However, Employee shall not have the authority to alter the job position or compensation of any employee without express permission and consent of the Board.

D. Employee shall become fully aware and knowledgeable of the requirements of the applicable job duties of the General Manager. Employee acknowledges receipt of a copy of the job description for General Manager for the Georgetown Divide Public Utility District, last ratified as of May 2020. Employee represents to have the time, skill and background in order to properly effectuate those job duties.

Section 2.4 No Secondary Employment. Employee agrees to devote all of his productive time, ability and attention to the District's business. During the Term of this Agreement, Employee shall not hold secondary employment and shall be employed exclusively by the District, subject to any exceptions approved in writing by the Board. Provided, however, that Employee has the right to volunteer for such nonprofit organizations as he may see fit; and further provided that such volunteer services shall not interfere with his duties as General Manager.

Notwithstanding the above, the District acknowledges Employee's current outside employment as an adjunct professor at Mount Jacinto College where he teaches an online class in Horticulture. It is understood and agreed that this outside employment will not interfere with

Employee's duties to the District. If at any time it is determined by the Board of Directors that this or other outside employment is in any way inconsistent with the interests or objectives of the District, Employee will be notified of such and required to cease such outside employment.

Section 2.5 Exempt Position. The position of General Manager is an exempt position for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). The general business hours for District employees are Monday through Friday, 7:45 a.m. to 4:30 p.m. This full-time employment will typically average forty (40) hours of work per week. Employee's typical working hours will be during regular business hours, plus evening hours as needed to attend Board meetings and other District business. However, it is recognized by the Parties that Employee's hours may exceed forty (40) hours of work per week. As such, Employee shall not receive overtime or extra compensation for hours worked outside of general business hours which are necessary to fulfill the duties of the General Manager position.

Section 2.6 At-Will Employment. Employee is an "at will" employee serving at the pleasure of the Board, as provided in Public Utilities Code section 16112. Accordingly, the Board may terminate Employee's employment at any time, with or without cause, by a three-fifths (3/5) vote of the Board.

Section 2.7 No Property Right in Employment. Employee understands and agrees that the terms of his employment are governed only by this Agreement, and that no right of employment for any specific term is created by this Agreement. Employee further understands that based on his "at will" employment status, he acquires no property interest in his employment by virtue of this Agreement, and that he is not entitled to an administrative hearing or other due process for any disciplinary actions, including termination, by the District.

Section 2.8 No Membership in Bargaining Unit. Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees

Section 3. Compensation.

Section 3.1 Base Salary. Employee shall be paid at a rate of One Hundred Sixty-Nine Thousand Dollars (\$169,000.00) ("Base Salary") per year. Payments will be made on regularly scheduled payroll dates and shall be subject to all applicable payroll withholdings. Such compensation shall be the only compensation the District pays, and the Employee receives, for Employee's services under this Agreement.

Section 3.2 Health, Dental, and Vision Insurance Benefits. During the Term of this Agreement, the District agrees to contribute to basic medical insurance premiums, excluding dental and vision, in the following manner: (A) for the Employee only plan, the District will pay one hundred percent (100%) of the premium for the lowest plan available; (B) for the Employee plus one dependent plan or the Employee plus two or more dependents, the District shall pay the premium at the previous year maximum contribution rate and shall adjust up to ninety-three percent (93%) of the costs of the current year premium for the lowest plan available, as shown in **Exhibit B**, which is attached hereto. Notwithstanding the above, the District shall not pay for a

premium increase that exceeds twelve percent (12%) of the previous year's premium. For dental and vision insurance, the District shall pay the premium for the Employee only, but coverage may be extended to Employee's dependents at the option and expense of Employee.

Section 3.3 Life Insurance. The District shall pay for term life and accidental death and dismemberment insurance coverage for Employee with a death benefit equal to Employee's Base Salary, as provided in Section 3.1 of this Agreement.

Section 3.4 Retirement Benefits. Employee shall be enrolled in the PERS 2% at 62 Plan (PEPRA). Pursuant to the Public Employees' Pension Reform Act, Employee shall contribute 6.75% of District's cost rate of as contribution to PERS plan as required contribution. District's contribution on behalf of Employee is 7.47% for FY 2022-23. Employee's plan shall be integrated with Social Security.

Section 3.5 Deferred Compensation. Employee has been enrolled in the ICMA Deferred Compensation Plan. The District will contribute a matching amount of up to five percent (5%) of Base Salary on an annual basis either throughout the year or annually, as determined by the District, to the ICMA Deferred Compensation Plan in addition to Employee's Base Salary.

Section 3.6 Vacation Leave. Employee shall accrue vacation leave at a rate of 4.615 hours per biweekly pay period or up to a maximum of one hundred twenty (120) hours per year. The Employee may accrue up to a total of two hundred forty (240) hours of vacation leave. Once Employee accrues the maximum two hundred forty (240) hours of vacation leave, no additional accrual will occur until Employee's bank of vacation leave is reduced below two hundred forty (240) hours. Employee will have forty (40) hours of vacation credited upon date of hire and available for use immediately as needed. Upon separation, Employee is entitled to receive payment at their current base pay for all vacation time earned but not taken as of the effective date of separation.

Section 3.7 Sick Leave. Employee shall accrue sick leave at a rate of 3.69 hours for every biweekly pay period, up to a maximum of ninety-six (96) hours or twelve (12) work days per year. Employee shall begin accruing sick leave on the first day of his employment with the District. Employee will have forty (40) hours of sick leave credited upon date of hire and available for use immediately as needed.

Section 3.8. Administrative Leave. In recognition of the extra hours required outside of a typical workday or work week, Employee shall earn forty (40) hours of Administrative Leave every July 1. This leave shall be used in the same manner as vacation leave. All Administrative Leave received by Employee pursuant to this Agreement must be used prior to July 1 of each year and any unused Administrative Leave time shall automatically expire.

Section 3.9 Cellular Phone and Computer Equipment. The District shall provide Employee with a cellular phone for the Term of the Agreement, which shall be used for business calls. The District shall not be responsible for charges or fees incurred by Employee's use of the cellular phone for personal purposes. The District will also purchase a computer tablet for Employee to be used at office or at home.

Section 3.10 Holidays. Employee shall be entitled to observe, with pay, the twelve (12) observed holidays as outlined in the District's Personnel Rules.

Section 3.11 District-Related Business Travel Reimbursement. Employee's duties require that he have continuously available transportation for District business or other related purposes. Employee may elect to utilize personal vehicle for District-related business. The District shall reimburse Employee for any District-related business travel at the Internal Revenue Service ("IRS") mileage rate, which may change from time to time. Any incurred expenses authorized by the District during the transition time prior to start date of September 26, 2022, for Employee will also be directly reimbursed by the District.

Section 3.12 Automobile Allowance. Employee shall receive a monthly vehicle allowance in the amount of five hundred dollars (\$500.00) during his employment so that he may procure or use a vehicle he owns while engaged in District business, such as conferences, meetings and travel to and from his private residence. Employee shall be responsible for paying the cost of liability, property damage, and comprehensive insurance, and for the purchase of, operation, maintenance, repairs and replacement of said automobile.

Section 3.13 Use of District Vehicle. Employee may have the use of a District vehicle during work hours that will be housed at District Office for use during workday as needed. Vehicle is not to be driven to or stored at Employee's home except during a documented or authorized emergency situation.

Section 3.14 Moving Expenses. The District will reimburse Employee or pay directly to the Moving Company upon submittal of receipts, the lowest of three (3) bids not-to-exceed \$10,000 (Ten Thousand Dollars) for moving household expenses on behalf of Employee. It is anticipated that there may be a delay of up to six (6) months and not more than nine (9) months required for incurring this expenditure without further discussion and approval by the Board. Should Employee leave the District Employee prior to completion of one (1) year will require 100% reimbursement by Employee. If Employee leaves before the end of second year, Employee will be required to reimburse 50%.

Section 4. Performance Evaluation. For the first year of this Agreement, performance evaluations shall be conducted following the end of the sixth (6th) and twelfth (12th) month following the Effective Date of this Agreement. After the first year of this Agreement, performance evaluations shall be conducted annually in September of each year. The process, at a minimum, shall include the opportunity for both parties to: (A) prepare a written evaluation, (B) meet and discuss the evaluation, and (C) present a written summary of the evaluation results.

Section 4.1 Merit-Based Salary Increase. The Board of Directors will consider a request by Employee for a salary increase upon Employee's receipt of a performance evaluation with an overall rating of satisfactory or better performance at the end of Employee's 12th month of service, and on a once-yearly basis thereafter when Employee receives an overall rating of satisfactory or better on an annual performance evaluation.

Section 5. Termination of Employment and Severance.

Section 5.1. Voluntary Resignation. Employee may resign at any time and agrees to give the District at least sixty (60) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full-time public service with the District, Employee shall provide at least three (3) months' advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to Severance as set forth in Section 15.3 of this Agreement.

Section 5.2. Termination by the Board. The Board may terminate this Agreement and remove Employee from his position as the General Manager at any time, with or without cause, by a three-fifths (3/5) vote of the entire Board. Employee shall not be removed from office during or within a period of ninety (90) days following any general or special municipal election held at which a member of the Board is elected. Upon termination, for any reason, the District shall compensate Employee for all accrued vacation leave. This compensation shall be based upon Employee's salary as of the date of employment termination.

Section 5.3. Termination without Good Cause. In the event the District terminates this Agreement without cause, the District may elect to pay Employee up to a sum equal to three (3) months Base Salary ("Severance"). This potential Severance is subject to the restrictions of Government Code section 53260, which sets out the maximum amount of Severance pay that Employee may receive. Any cash settlement related to the termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed with the District pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other employees, unless otherwise agreed to by the District and Employee. In the event the District terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at his cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act.

Section 5.4. Termination for Good Cause. The District may at any time immediately terminate this Agreement for good cause as defined in this Section 15.4. If Employee is terminated for good cause, the District shall not be required to pay any Severance under this Agreement, and the District shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the District is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of any felony or a misdemeanor crime of moral turpitude;
2. Disclosing confidential information of the District;
3. Unjustifiable and willful neglect of the duties described in this Agreement;

4. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
5. Repeated and protracted unexcused absences from General Manager's office and duties;
6. Willful destruction or misuse of District property;
7. Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
8. Willful violation of federal, state or District discrimination laws;
9. Continued substance abuse which adversely affects performance of Employee's duties as General Manager;
10. Refusal to take or subscribe any oath or affirmation which is required by law;
11. Permanent disability of Employee, or Employee becoming otherwise unable to perform the duties of General Manager with or without reasonable accommodation, which places an undue burden on the District; or
12. Dishonesty.

Notwithstanding any provision in this Agreement to the contrary, the Board may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 6. Indemnification. The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as General Manager in accordance with California's Tort Claims Act (Gov. Code, § 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 7. Notices. Any notice or communication required hereunder between the District and Employee must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday, shall be deemed to have been given and

received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the District	Georgetown Divide Public Utility District 6425 Main Street Georgetown, CA 95634 Tel: (530) 333-4356 Fax: (530) 333-9442
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With a courtesy copy to:	White Brenner LLP 1414 K Street, Third Floor Sacramento, California 95814 Attention: Barbara A. Brenner, Esq. Tel: (916) 468-0950 Fax: (916) 468-0951
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If to Employee:	Nicholas Schneider c/o Address on file with District
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Section 8. Exhibits. All “Exhibits” referred to below or attached to herein are, by this reference, incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A	Job Description
Exhibit B	Health Insurance Benefits
Exhibit C	Personnel Policy

Section 9. General Provisions.

Section 9.1 Modification. No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties to this Agreement.

Section 9.2 Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 9.3 Assignment. No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the

prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

Section 9.4 Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms, or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 9.5 Drafting and Ambiguities. Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against, the drafting party does not apply in interpreting this Agreement.

Section 9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9.7 Venue. Venue for all legal proceedings shall be in the Superior Court of California for El Dorado County.

Section 9.8 Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

Section 9.9 Counterparts. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 9.10 Entire Agreement. This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

Section 9.11 Supersedes Prior Agreements. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations whether, written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

Section 9.12 Mandatory and Permissive. “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

Section 9.13 Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon, and inure to the benefit of, such Party, its successors and assigns.

Section 9.14 Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

Section 9.15 Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

Section 9.16 Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.


Section 9.17 Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

SIGNATURE PAGE DIRECTLY FOLLOWS

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and the DISTRICT as of the date of the Agreement set forth above.


DISTRICT:

Georgetown Divide Public Utility District, a California public utility district

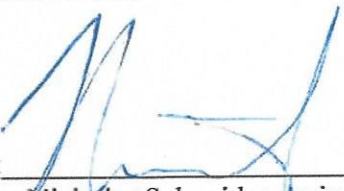
By: 
Michael Saunders, President

Date Signed: 8/6/2022

Approved as to Form and Content:

By: 
Barbara A. Brenner, District General Counsel

EMPLOYEE:

By: 
Nicholas Schneider, an individual

Date Signed: 8-18-22

EXHIBIT A

GENERAL MANAGER

GENERAL PURPOSE

Under general policy guidance and administrative direction from the Board of Directors, the General Manager (GM) manages the Georgetown Divide Public Utility District (Water District). The Water District includes the annual budget of approximately \$4.7 million, a Five-year Capital Improvement Plan of \$8.6 million, multi-million-dollar operating infrastructure and a workforce of 27 full-time employees, twelve reservoirs and tanks, two water treatment plants, seventy-five miles of raw water conveyance, 200 miles of treated water pipeline, approximately 3780 service connections and 400 irrigation services and appurtenances in the 72,000-acre service area.

The GM shall be in charge of the administrative, public relations, personnel, and general affairs of the District. The General Manager shall represent the Board's policies and programs with other employees, community organizations and the general public. The General manager shall report the Board as needed, including at regular and special meetings, work with other employees of the District, and be in charge of the maintenance, operation, and administration of the District.

Also, under general policy guidance and direction from the Board of Directors, the GM develops and recommends Board adoption of the Water District's Strategic Plan, annual Business Plan including synthesis of the annual budget and technology plan; Emergency Action Plan; ensures execution of short- and long-term goals and objectives consistent with the Strategic Plan, annual Business Plan, and Emergency Action Plan; ensures Water District operations and functions effectively to serve the needs of customers/rate payers throughout the Water District's service area, while complying with all applicable laws, regulations, policies, and ordinances; and performs related duties as assigned by the Board of Directors.

DISTINGUISHING CHARACTERISTICS

The GM is an at-will employee hired by the Board of Directors; serves as the Chief Administrative Officer for the Water District; is accountable for developing, implementing and executing short- and long-term goals and objectives, plans, policies, ordinances, budgets, and strategies to accomplish the Water District's mission, Strategic Plan, Business Plan, and Board of Directors priorities. The GM operates within general policy guidelines and exercises substantial latitude and discretion to achieve effective and efficient utilization of the Water District's resources in serving the Water District's constituencies and rate payers.

DUTIES AND FUNCTIONS

The duties of the GM are:

Manages by planning, leading, organizing, controlling, integrating, and evaluating the business activities, financial management, water operations, and public services of all Water District programs to ensure that operations and services comply with the policies, ordinances, procedures, objectives, work standards and

strategic direction set by the Board of Directors and in compliance with applicable laws and regulations.

- Directs the development and implementation of the Water District's Strategic Plan, annual Business Plan including synthesis of the annual budget and long-range technology plan, and the Emergency Action Plan with the Water District management team which includes the Water Operations Manager and Water Quality Manager. Ensures all requests for information and/or documentation from Board Members, and their designated Committees, are fulfilled in a timely manner.
- Directs, evaluates, synthesizes, and monitors development and implementation of Water District budgets and budget revisions; oversees and monitors projects financed by the Water District's Funds, grant-in-aid, loans, and/or bond issuances, and, leads the development of the annual rate structure analysis, property tax process evaluation, and participates in public and Board hearings on proposed rates. Ensures Water District operations operate within the appropriate Budget limits approved by the Board.
- Manages the development of the Capital Improvement Plan project's including scope, schedule, and project budget, recommends approval and adoption by the Board, and oversees major engineering and construction projects financed by the Water District's Funds.
- Plans, leads, and develops an internal annual appraisal and ongoing employee's development (A&D) program including employee's expectations, performance requirements, personal development targets, and annual training plans per MOU agreements with appropriate Bargaining Units. Regularly monitors performance and provides coaching and training opportunities for performance improvement and development; conducts annual appraisal and development evaluations, monitors the Water District management team's A&D evaluations of their employees; and takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with the Water District's Human Resources policies in order to develop and maintain highly skilled competent professional employees to meet the Water District's mission. Establishes procedures and protocol for employees in handling Customer complaints and concerns with a focus on Customer Satisfaction.
- Leads the evaluation of the Water District's work-flow analysis and work-product production analysis. With support from Human Resources staff, lead the annual review of a Needs Assessment of the Water District's organization chart positions, and make recommendations to the Board of Directors to improve the Water District's hiring procedures through the selection, compensation, training, and day-to-day management practices which support the Water District's mission

to hire highly qualified professional employees that are customer-service oriented.

- Manages the creation and maintenance of comprehensive, effective human resource management programs, policies, ordinances, and systems; directs and monitors the Water District's labor relations, labor negotiations and labor-management relations programs and initiatives; directs the improvement of management systems, processes and metrics to improve Water District operations and effectiveness.
- Assesses Water District service area, regional, industry, and sphere of influence areas, community and customer needs and ensures objectives and priorities are focused on meeting those needs effectively, efficiently, and with high quality service; directs development and implementation of initiatives for service improvement/enhancement; provides day-to-day leadership and works with the Water District management team to ensure high work performance, customer service-oriented work that is environmentally consistent with sound management principles and Water District mission and values.
- Directs and oversees the preparation of analyses and recommendations regarding policy and ordinance issues and long-range plans to address Water District service area needs; advises the Board of Directors regarding policy and ordinance issues to meet changing community and customer needs; advises and assists the Board of Directors in identifying, articulating and implementing policies, ordinances, and programs.
- Complies with Board of Director instructions and requests; develops Board agendas with input from Board of Directors; and makes interpretations of Water District ordinances, policies and applicable laws and regulations to ensure Water District compliance.
- Directs and oversees the analysis of proposed legislation and regulation; directs and participates in industry and intergovernmental activities to influence legislative and regulatory change consistent with the Water District's interests and needs; serves as the Water District's chief representative in dealings with El Dorado County, and towns in the Water District's service area, and with other industry and governmental agencies, professional organizations and elected officials.

OTHER DUTIES

Participates in regional, state and national water, and wastewater meetings and conferences to stay abreast of trends and technology related to a public water and wastewater utility.

Participates in professional and community organizations on behalf of the Water District and as part of the Water District's community involvement and public affairs programs and activities.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles, practices and techniques of organization design and development, public administration, public financing, public contracting and public policy issues, financial management and analysis, and long-range planning as they apply to a public water and wastewater utility; principles, practices and techniques involved in the construction, maintenance and operation of potable water treatment and distribution, and wastewater systems; federal, state and local laws, regulations and court decisions applicable to potable water treatment and distribution, and wastewater systems; Water District functions and associated management, financial; principles and practices of budgeting, purchasing and maintenance of public records; organization and functions of an elected Board of Directors; the Brown Act and other law and regulations governing the conduct of public meetings; social, political and environmental issues influencing program/project development and implementation; research methods and analysis techniques; principles and practices of effective human resource management and supervision; Water District personnel rules, policies and labor contract provisions; principles and practices of sound business communications.

Ability to:

Analyze and make sound recommendations on complex management and administrative issues; plan, lead, organize, and control the direction of operations of a large, complex irrigation, potable water treatment and distribution, and wastewater systems; understand, interpret, explain and apply Water District policy and procedures; present proposals and recommendations clearly, logically and persuasively in public meetings; represent the Water District effectively in negotiations; establish and ensure compliance with appropriate procedures and controls; prepare clear, concise and comprehensive correspondence, reports and other written materials; exercise sound, expert independent judgment within broad general policy guidelines; establish and maintain effective working relationships with Board members, Water District managers, other elected and appointed governmental officials, industry and business executives, professional and community groups, consultants, developers, employees, media representatives and the public; exercise tact and diplomacy in dealing with sensitive, complex and confidential issues and situations.

Knowledge of:

The core values, concepts, and framework of continuous improvement criteria, including the principles of management by fact, and organizational and personal learning; the means of developing alignment between strategic goals and individual performance

standards; practices of process mapping and of structured problem solving; the Strategic Planning Cycle and the various responsibilities within that cycle.

Ability to:

Possess a systems perspective for managing department operations and its key processes to achieve results; to use continuous improvement categories and the core values as building blocks for department operations; define and explain key processes and process requirements within each department; develop and deploy strategic plan elements and key performance measures consistent with Water District goals; develop and maintain continuous improvement in all areas of the Water District business; develop and monitor performance standards for all employees within the Water District; ensure Water District goals and objectives are aligned with other department's goals and objectives, and the Water District as a whole; track and monitor department performance; and make sound decisions based on departmental performance indicators.

TRAINING AND EXPERIENCE:

Any combination of experience and training that provides the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and experience would be:

Experience:

Ten years of administrative and management experience in managing a public utility; or an equivalent combination of training and experience in the operation and maintenance of a public utility.

Education:

A college or university Bachelor's or Master's degree with major emphasis in public or business administration, or finance management, or engineering, or a closely related field.

Certifications:

Certifications and professional licenses are not required but providing technical qualifications as appropriate.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of the GM. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of the GM, an employee is regularly required to sit; talk or hear, in person, in meetings and by telephone, and is frequently required to walk and stand.

Mental Demands

While performing the duties of the GM, the employee is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex, sensitive problems in an ambiguous, dynamic, political environment; observe and interpret people and situations.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the GM. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office and field conditions. Field conditions may also involve driving a personal or Water District vehicle to remote and/or off-road locations over rugged terrain and under adverse and in potentially inclement weather conditions, work in and around Water District service areas and locations of facilities and heavy equipment.

The employee must possess a valid California's Class C driver's license with a satisfactory driving record, and be willing to drive to meetings, conferences and workshops to present technical information.

The employee must be willing to work odd and irregular hours during times of need or emergencies, and maintain a regular and consistent full-time work schedule.

The employee is annually required to complete and submit a Fair Political Practices Commission's Statement of Economic Interest Form 700, and employee will receive an annual performance evaluation.

The Water District maintains a drug-free workplace policy and the GM position is a safety-sensitive position.

EXHIBIT B

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
SUMMARY OF BENEFITS
January 1, 2021

RETIREMENT: California Public Employee's Retirement System retirement formula is 2% @ 62 PEPRA Plan. The member contribution is paid by the employee.

DEFERRED COMPENSATION: Employees have the benefit of purchasing an additional deferred compensation 457 plan with the ICMA Retirement Corporation via payroll deduction.

SOCIAL SECURITY: Employees also have the benefits of participating in the Social Security and Medicare Programs.

HEALTH INSURANCE: Employees are provided health insurance through the Association of California Water Agencies. Employees can select their health insurance from one of four available plans. Health insurance is provided by Blue Cross and Kaiser and the District's current monthly premium contribution is:

Employee only:	\$863.07
Employee plus one:	\$1605.30
Employee plus Family:	\$2127.02

DENTAL & VISION INSURANCE: Employees are provided dental insurance through Premier Access and vision insurance through Medical Eye Services. Insurance coverage for dependents may be purchased by the employee through these programs.

LIFE INSURANCE: Employees are provided a life insurance policy equal to their annual salary at no cost to the employee. Additional life insurance may be purchased by the employee through this program.

AFLAC: Employees may purchase additional AFLAC insurance products via payroll deduction.

PAID SICK LEAVE: Employees accrue 12 days of sick leave per year. Sick leave accrual is unlimited and may be used towards additional retirement service credit.

HOLIDAYS: The District observes 11 paid holidays per year.

VACATION: Employees accrue vacation from 12 days to 25 days per year depending on time of service.

LONGEVITY PAY: Employees with 10 years of service receive a salary increase of 2.5%. Employees with 15 years of service receive an additional salary increase of 2.5%.

RETIREE HEALTH INSURANCE BENEFITS: Employees that retire from the District with 20 years of service are provided with \$435 per month for health insurance coverage. The monthly amount can be used for the employee or the employee and their spouse.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
SUMMARY OF BENEFITS
January 1, 2021

Potential Monthly Employee Costs for Medical, Dental and Optical (as of January 1, 2021)

	Employee Only	Employee + 1	Employee + 2 or more
Medical:			
Blue Cross Classic Plan	\$117.68	\$356.21	\$471.98
Blue Cross Advantage	-	\$120.83	\$160.10
Blue Cross CaliforniaCare	\$296.90	\$714.65	\$946.91
Kaiser-Chiro	-	\$39.10	\$192.76
Kaiser-Chiro/Opt	-	\$68.50	\$234.36
Dental	-	\$76.48	\$153.07
Optical	-	\$7.49	\$14.99

Monthly Premiums for Medical, Dental and Optical (as of January 1, 2021)

	Employee Only	Employee + 1	Employee + 2 or more
Medical:			
Blue Cross Classic Plan	\$980.76	\$1961.51	\$2599.00
Blue Cross Advantage	\$863.07	\$1726.13	\$2287.12
Blue Cross CaliforniaCare	\$1159.97	\$2319.95	\$3073.93
Kaiser-Chiro	\$830.70	\$1644.40	\$2319.78
Kaiser-Chiro/Opt	\$845.40	\$1673.80	\$2361.38
Dental	\$61.22	\$137.70	\$214.29
Optical	\$9.37	\$16.86	\$24.36

4.1 HOLIDAYS

Regular, full-time employees of the District are eligible for the following days off with pay:

- New Year's Day
- Martin Luther King, Jr. Day (the third Monday in January)
- President's Day Observance (the third Monday in February)
- Memorial Day Observance (the last Monday in May)
- Independence Day
- Labor Day Observance (the first Monday in September)
- Veterans Day Observance (November 11)
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day after Christmas*

* On an annual basis, the District schedules a holiday in association with Christmas and/or New Year's Eve.

Generally, if a holiday falls on a Sunday, the following Monday shall be deemed the holiday in lieu of the day observed. If the holiday falls on a Saturday, the previous Friday will be observed.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
SUMMARY OF BENEFITS
January 1, 2021

Subject to the needs of the District, if a holiday falls on an employee's normal day off, the employee may be relieved from work, the previous or following workday, or the District may elect to pay the employee for the day off.

An employee who calls in sick on either the workday prior to the holiday or the workday following the holiday shall not receive pay for the holiday. A pattern of calling in sick prior to or following a holiday may be grounds for discipline.

Regular part-time employees shall be entitled to holiday pay on a pro-rata basis in proportion to the hours worked.

Overtime for Work on Holidays - Employees required to work on holidays will receive the overtime rate of time and one-half for the hours worked.

EXHIBIT C

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

PERSONNEL MANUAL

2000

I. GENERAL PERSONNEL POLICIES

The Georgetown Divide Public Utility District recognizes the need to recruit and retain high quality, responsible employees for the efficient and economical operation of the District. To this end, the following rules, regulations and benefit programs have been established.

This policy shall apply only to regular District employees. Government-funded employees shall be governed by the policies dictated by the government for the program involved.

II. DEFINITIONS

- A. Anniversary Date shall mean the first day the employee was employed.
- B. Continuous Service shall mean service commencing with the employee's anniversary date and continuing until broken by resignation or dismissal.
- C. Demotion shall mean a decrease in the duties and responsibilities assigned to an employee and a downward change in his classification and salary range.
- D. Full Time shall mean eight hours per day and five days per week, excepting holidays.
- E. Holiday shall mean any holiday recognized by the District.
- F. Hourly Employee shall mean any employee that is compensated at an hourly rate.
- G. Permanent Employee shall mean any employee who has served the District continuously for six months and is not on probation.
- H. Promotion shall mean an increase in the duties and responsibilities assigned to an employee and an upward change in his classification and salary range.
- I. Reclassification shall mean a change in the duties and responsibilities assigned to an employee and a change in his classification while remaining in the same salary range.

III. CLASSIFICATION

Classifications and job descriptions have been established for each position within the District to provide a basis for equitable remuneration according to duties and responsibilities and to be in conformity with similar agencies.

The District Manager may recommend to the Board of Directors the creation of new classifications and the abolition of existing classes as the need may develop.

The District Manager shall, at each budget session, recommend to the Board of Directors an appropriate salary range for each class.

IV. APPOINTMENTS

All appointments under the civil service system shall be made solely on the basis of integrity, character, merit, fitness, and competitive written and/or oral tests without regard to partisan, political, social or other considerations, and shall be made from lists of eligibles prepared by the General Manager.

When no list of eligibles is available for a position in the class requisitioned by the division head, the General Manager may make a non-civil service appointment for a period not to exceed six months and only until a regular appointment can be made.

The General Manager may make appointments to higher positions exclusively promotional by tests from lower ranks.

Every appointee to a permanent position shall be on probation for six months, except that the General Manager may establish a probationary period for up to 12 months for professional, scientific, administrative, management, or executive positions. The General Manager may terminate the appointment during the probationary period. If the appointment is not then terminated, it shall be permanent.

V. RESIGNATION

An employee may resign in good standing by submitting a letter of resignation to the department head at least two weeks before it is to become effective. In extenuating circumstances, the department head may agree to shorter notice.

VI. PROMOTION, DEMOTION, RECLASSIFICATION

The District Manager may, when authorized by the Board of Directors, promote or demote an employee within his classification or reclassify an employee by written and/or oral test and according to the employee's performance or the needs of the District.

VII. DISMISSAL

No employee may be removed, discharged, or suspended without pay, except for cause. Prior to discharging, removing, or suspending without pay a permanent employee, the District Manager or his/her designee, shall provide the employee with a written Notice of Intent to Discipline setting forth the intended action of the District and stating the reasons for the intended discipline. Within five (5) working days of receipt of the Notice of Intent to Discipline, the employee may schedule a "Skelly" hearing with the District Manager or his/her designee. Failure of the employee to request the Skelly hearing may result in the District Manager or his/her designee taking the intended disciplinary action without the hearing.

The District Manager or his/her designee may dismiss, or suspend ~~for 15 days~~ without pay, an employee for any of the following reasons:

- a. Drunkenness on duty

- b. Willful disobedience
- c. Fraud in securing employment
- d. Dishonesty
- e. Conviction of a felony or misdemeanor
- f. Refusal to take and subscribe to any oath or affirmation, which is required by law in connection with his employment.
- g. Participation in any illegal activity while on duty.
- h. Job abandonment. An employee shall be deemed to have abandoned his/her job and may be dismissed if such employee fails to report for duty, and while able to notify the District office, fails to do so for two consecutive working days or if such employee fails to give notice or report for duty within two consecutive working days following expiration of a leave of absence.
- i. Refusal or inability to perform the work established in the employee's job description.
- j. Any and all acts or threats of violence toward employees or officers of the District, or toward the general public.
- k. Any and all acts or conduct tending to bring the reputation of the District into disrepute or, that in the opinion of the District Manager, are so severe as to warrant immediate disciplinary action.

Section VII amended 2/11/00

The following require three (3) corrective interviews prior to dismissal or suspension:

- a. Incompetence
- b. Inefficiency
- c. Neglect of duty
- d. Insubordination
- e. Addiction to the use of narcotics or habit-forming drugs
- f. Inexcusable absence without leave
- g. General misconduct
- h. Immorality
- i. Discourteous treatment of the public or other employees
- j. Improper political activity
- k. Misuse of District property
- l. Misuse of sick leave
- m. Any other failure of good behavior or acts either during or outside of duty hours, which are incompatible with or inimical to the public service.

The District Manager or his/her designee shall give or mail the employee written notice of the determination made at the Skelly hearing not later than five (5) working days after the hearing.

A corrective interview may be processed by the department head at any time as the need occurs providing it is initiated and presented to the employee involved within seven (7) working days of the incident. The employee may add his personal comments to the interview form.

VIII. LAY OFF

The District Manager may lay off an employee for lack of work or lack of funds.

IX. RIGHT OF APPEAL

A permanent employee may appeal a demotion, dismissal, or suspension without pay by following the procedure outlined below. An employee with less than six (6) months continuous employment with the District shall not have a right of appeal.

1. Within five days of receiving the "Skelly" determination to remove, discharge, or suspend without pay, any employee shall file a written request to appeal the decision with the General Manager or his/her designee. Failure to file a written request to appeal shall result in implementation of the "Skelly" decision.

2. When an appeal is filed, the General Manager shall immediately schedule an appeal hearing before the Board of Directors to hear and determine such charges and shall notify the person accused of the time and place when the charges will be heard by mailing a notice to his/her last known address.

3. The Board shall hear evidence at the hearing and make such decision as it deems just and may among other things order the employee discharged, suspended, or reinstated. The Board shall render its decision in writing and their determination shall be final. This appeal procedure shall not supersede any state or federal law.

X. SAFETY

It is the responsibility of all District personnel to conduct District business in the safest possible manner. Any condition considered unsafe must be reported at once to the Safety Officer.

Employees are required to wear any and all protective clothing and to use any and all protective devices as directed by their supervisor or the Safety Officer.

All job-incurred accidents or injuries MUST BE REPORTED TO THE SUPERVISOR or the SAFETY OFFICER and to the OFFICE IMMEDIATELY.

Failure to comply with safety regulations may be cause for dismissal.

XI. DISTRICT VEHICLES

District vehicles are to be used for authorized business only and are to be operated by authorized personnel possessing a valid California Driver's License. Unauthorized persons (i.e. spouses, children, etc) are not permitted in District vehicles.

Only those persons subject to 24-hour maintenance call are authorized to drive District vehicles home. Alcoholic beverages, of any kind, are not permitted inside a District vehicle.

As the use of a District vehicle in and out of normal working hours is subject to public scrutiny, all employees should make every attempt to minimize speculation regarding its use and drive with courtesy and safety at all time.

XII. PERSONAL VEHICLES

The use of personal cars for District business must be authorized by the manager. Reimbursement will be made for mileage when submitted on the approved mileage form.

Under no circumstances shall an employee obtain gasoline or repairs for a personal vehicle at District expense.

XIII. FRINGE BENEFITS

A. Sick Leave

1. Every person who is a full-time, permanent employee of the District shall be entitled to receive 8 hours of sick leave with pay for each full calendar month of regular employment. Permanent employees shall accrue sick leave credit from their first day of employment, but cannot use prior to their reaching permanent status, or 6 months of full-time employment.

2. Part-time or hourly employees who have served continuously for six (6) months shall be entitled to one (1) hour of sick leave for each thirty (30) hours of actual work, not to exceed one thousand, four hundred forty (1,440) hours.

3. If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, he/she shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

4. Sick leave may be taken for:

a. An employee's illness or injury. Leaves of more than three (3) days for this reason may require a doctor's or licensed practitioner's certificate indicating absence from work was necessary.

b. An employee's dental, eye or other physical or medical examination or treatment by a licensed practitioner and illness of other family members (as defined in "c" following) requiring the presence of the employee. Unless otherwise approved, leaves for this purpose are limited to four (4) hours in any one workday.

c. Death or illness in the immediate family. Up to three (3) days absence with pay will be allowed annually when death or illness occurs in an employee's immediate family, which shall include spouse, parents, brother, sister, children and grandchildren. The payment shall be deducted from sick leave.

5. An employee shall notify his/her supervisor before 8:15 a.m. if sick.

6. Planned sick leave...time of taking sick leave for medical services must be coordinated with the supervisor to meet the District work load.

7. When an employee is absent by reason of injury arising out of, and in the course of, his employment with the District, and is eligible for WORKER'S COMPENSATION, the employee shall receive sick leave benefits for the duration of temporary absence. An employee will receive his salary less the disability insurance benefit received. Sick leave is reduced only by the net amount of District wages paid. Should the employee's sick leave benefits become exhausted and the employee is still disabled, he is entitled to any and all further disability monies received. (Note: Worker's Compensation and SDI benefits are tax-exempt.)

8. When an employee is absent by reason of a non-occupational injury or illness, the employee is eligible for State Disability Insurance. Accrued sick leave/vacation

shall be coordinated with SDI benefits. The employee will receive his/her salary less the disability insurance benefit received. Sick leave is reduced only by the net amount of District wages paid.

9. Employees with five (5) or more years of service, retiring under the Public Employees' Retirement System, shall receive retirement credit for unused sick leave at the rate of .004 years retirement credit for each day of accumulated unused sick leave.

10. Employees otherwise terminated shall receive no compensation for unused sick leave.

B. Vacation Leave

1. Employees of the District shall be entitled to vacations with pay as follows:

a. Beginning the first day of permanent employment through twelve (12) months, vacation benefits are accrued but cannot be used. On each anniversary date thereafter, an employee will accrue and be entitled to twelve (12) days of vacation.

b. Beginning with the sixth year of service and each anniversary date thereafter, an employee will accrue and be entitled to fifteen (15) days of vacation pay.

c. Beginning with the eleventh year, one additional day of vacation time for each year of service between the 11th and 14th years; beginning with the 11th year an employee will accrue an additional day as follows:

11 years	16 days of vacation
12 years	17 days of vacation
13 years	18 days of vacation
14 years	19 days of vacation
15 years	20 days of vacation

c. Beginning with the sixteenth year of service and each anniversary date thereafter, an employee will accrue and be entitled to twenty (20) days of vacation pay.

d. Beginning with the twentieth year of service and each anniversary date thereafter, an employee will accrue and be entitled to twenty-five (25) days of vacation pay.

2. Permanent hourly employees earn vacation pay at the rate of 8 hours for every 173.33 hours worked.

3. Coordination of Time-Off Work for All Employees - All leave (vacation, compensated, or other) must be approved in advance by the employee's immediate supervisor and the General Manager. Application for leave forms will be available in the office. The vacation leave will be posted to the calendar and filed with the payroll clerk. For leave which will extend over 2 days, a minimum of one week's advance notice is required. It will be the responsibility of each supervisor to coordinate his employee's time-off, as well as his own time-off, to insure that adequate coverage is maintained at all times.

4. Each employee is expected to use his/her full vacation each year, if at all possible. If the full vacation is not used in a given year, the employee subject to the

approval of the manager, may request the unused portion to be accumulated to his credit, provided that at NO TIME SHALL HE HOLD MORE THAN 30 DAYS OF VACATION CREDITS. *Notwithstanding the foregoing, the General Manager may accrue up to 60 days of vacation credits. (*amended 3/9/99)

5. Upon termination of employment, the employee will be paid a lump sum for all accrued vacation earned to date.

6. A legal holiday as recognized by the District that falls during an employee's vacation shall not be charged as vacation.

C. Holidays

1. District employees, except as otherwise provided herein, will be entitled to the following holidays off with pay:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day After Christmas
Labor Day	

2. If a holiday falls on a Sunday, the following Monday shall be deemed the holiday in lieu of the day observed. If the holiday falls on a Saturday, the previous Friday will be observed.

3. All holidays, as set forth herein, shall have payment therefore guaranteed. This means that if a holiday falls on an employee's normal day off, the employee will be relieved from work, subject to the needs of the District, the previous or following workday.

4. If an employee is absent from work on either the workday prior to the holiday or the workday following the holiday, without permission or a bona fide reason, he/she will not receive pay for the holiday.

5. Employees called out to work on holidays will be paid overtime for the hours worked. The maximum combination of salary shall not exceed two and one-half (2½) times base rate in any event.

D. Miscellaneous Leaves With Pay

If an employee is required to serve Jury Duty, appear as a witness, or required to attend court concerning District business, he/she shall be granted pay for that period. Any extra compensation, except mileage, received by the employee shall be remitted to the District.

E. Leave of Absence

The General Manager may, in writing grant an employee a leave of absence without pay for a period not to exceed three months. A longer leave of absence may be granted by the Board of Directors.

F. Absence

Notification as to the cause of absence will be required. Personal business will not normally be considered authorized absence, and the employee will not normally be paid for such time off.

G. Insurance

Worker's Compensation Insurance is available to all employees to cover all job-incurred sickness or injuries. State Unemployment Insurance covers unemployment when you are no longer a District employee. State Disability Insurance (SDI) covers an employee on a daily rate when hospitalized for a non-occupational injury or illness, (see Item 8 under Sick Leave), and covers an employee when sick leave runs out. All employees are provided coverage by the United States Social Security Act (FICA).

Blue Cross Hospital and Major Medical Insurance (since July 1, 1982) is paid for the employee and dependents. Coverage begins the 15th of the month following the first full month of permanent employment.

Dental and Optical Insurance is available to all permanent full-time employees and their dependents in accordance with the plan approved by the Board of Directors. Since July 1, 1984 the \$600 dental/optical limit per employee/family is increased by the annual Consumer Price Index (CPI); and a 20% deductible on all optical services was implemented. The employee must have a dental checkup each year to maintain or advance his dental coverage percentage. An employee must be employed six (6) months before the dental/optical plan becomes available to him/her at 70%, advancing 10% each year up to 100%.

Life Insurance is available in accordance with the plan approved by the Board of Directors, to all permanent employees and their dependents who have served six (6) months continuous employment. Cost of the dependent coverage is paid by the employee.

H. Retirement Program

The Public Employee's Retirement System (PERS), as determined by agreement between the District and the Public Employee's Retirement System, is a mandatory retirement program for all permanent full-time employees. The plan provides for an employee's income when he retires. As an additional benefit to the employee (since 6/11/79) the District contributes the employee's share. The program takes effect the first day of permanent full-time employment.

I. Group Meetings

Directors and key personnel may attend meetings of technical, trade, or professional groups at District expense when authorized by the Board of Directors or the General Manager. The cost of the expenses incurred by the employee will be reimbursed by the District.

J. Conventions

Directors and key personnel may attend conventions on an expense basis when authorized by the Board of Directors.

XIV. KEY PERSONNEL

Those employees subject to standby and/or emergency service calls shall refrain from other forms of public service (i.e. fire departments, sheriffs reserve, etc.) that, by their very nature, might provide a conflict with the performance of said duties.

XV. NONDISCRIMINATION AGREEMENT

The District shall comply with all provisions under Title VI, Civil Rights Act of 1964 Nondiscrimination Agreement.

XVI. EQUAL OPPORTUNITY AGREEMENT

The District shall comply with all provisions pursuant to the rules and regulations of the Secretary of Labor issued under the Authority of Executive Order 11246, as amended.

XVII. OVERTIME

Overtime compensation shall be paid at the rate of one and one-half times the regular rate of pay, and is defined as: time worked in excess of (40) hours in a week.

XVIII. STANDBY PAY (effective 7/1/00)

Establishment of Standby pay at \$15 per weekday, \$20 per weekend day, and \$25 per holiday for those employees required to carry a pager and respond after work hours, weekends and holidays.

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
SEXUAL HARASSMENT POLICY

1.0 Purpose. It is legally mandated by State and Federal laws that employees have a right to work in an environment that is free from all forms of discrimination, including sexual harassment. Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code Section 12940. Sexual harassment is a costly form of discrimination that can result in expensive litigation that may result in back pay or punitive damage awards, withdrawal of Federal support funds and/or other adverse actions. District employees have a grave responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance of the District's business and the maintenance of confidence of the people it serves. It is, therefore,

the policy of the Georgetown Divide Public Utility District that sexual harassment is unacceptable and will not be tolerated.

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

2.1 Submission to that conduct or communication is made either explicitly or implicitly a term of condition of employment;

2.2 Submission to or rejection of that conduct or communication by an employee is used as a basis for employment decisions affecting the employee; or,

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

3.0 Definition Examples. Sexual harassment manifests itself in many forms. The following are a few examples of sexual harassment:

3.1 Written sexually suggestive or obscene letters, notes or invitations.

3.2 Verbal: sexually derogatory comments, slurs, jokes, remarks or epithets.

3.3 Visual: leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons or posters.

3.4 Physical: assault, attempted rape, impeding or blocking movement, or touching.

3.5 Other:

3.51 Sexual advances which are unwanted (this may include situations which began as reciprocal attractions, but later ceased to be reciprocal).

3.52 Women in nontraditional work environments who are subjected to hazing (this may include being dared or asked to perform unsafe work practices, having tools and equipment stolen, etc.) if requests for sexual favors are not met.

3.53 Employment benefits affected in exchange for sexual favors (may include situations where an individual is treated less favorably because others have acquiesced to sexual advances).

3.54 Implying or actually withholding support for appointment, promotion, transfer or change of assignment; or initiating a rejection on probation or adverse action; or suggesting that a poor performance report will be prepared if requests for sexual favors are not met.

3.55 Reprisals or threats after negative response to sexual advances.

4.0 Policy Publicizing. All employees shall be informed of the District's sexual harassment policy and complaint process prior to their need to know, and again when any complaint is filed. Also, said policy and complaint process shall be readily available to all employees and members of the general public utilizing the District's facilities and services.

4.1 All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by the Office Manager.

4.2 Within three (3) working days after any complaint has been filed in accordance with this policy, a bulletin shall be prepared and distributed to all employees reinforcing them of the District's sexual harassment policy.

5.0 Complaint Process. Any employee who believes they are the victim of sexual harassment may file a formal or informal confidential complaint without fear of reprisal or embarrassment.

5.1 An informal complaint is made verbally by the employee to his/her immediate supervisor. Although filing the complaint with said immediate supervisor is preferred, the employee is free to file his/her complaint with any supervisory employee.

5.2 A formal complaint is made in writing, using the "Employee Grievance Form," attached hereto as "Appendix A," and made a part hereof. Said form should be submitted by the employee to his/her immediate supervisor. Although submitting the formal complaint with said immediate supervisor is preferred, the employee is free to submit his/her formal complaint with any supervisory employee, or with the President of the Board of Directors if the employee's immediate supervisor is the General Manager and the General Manager is unavailable or personally involved in said complaint.

6.0 Complaint Response Process. Any supervisory employee who receives a formal or informal sexual harassment complaint shall at all times maintain the confidentiality of the complainant and shall personally tell or deliver said complaint immediately and directly to the General Manager or to his/her designee if the General Manager is unavailable.

6.1 Within twenty-four (24) hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall be conducted by the General Manager, or his/her designee.

6.2 A written record of any investigation of an alleged sexual harassment shall be maintained. Findings will be sent to the General Manager.

6.3 All discussions resulting from said investigation shall be kept confidential.

6.4 The person initiating the complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.

7.0 Disciplinary Procedures and Sanctions. Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the General Manager against the harasser where sexual harassment is found. Whatever punishment is meted out to the harasser shall be made known to the victim of the harassment.

7.1 Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment.

7.2 Action taken to remedy a sexual harassment situation shall be done in a manner so as to protect potential future victims.

7.3 Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

Appendix "A"

SEXUAL HARASSMENT COMPLAINT FORM
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Any individual employed by GDPUD who feels he/she is the victim of sexual harassment may use this form to file a complaint.

Employee's Name: _____

Statement of complaint:

Circumstances involved:

Decision rendered by the informal conference:

Specific remedy sought:

Signature of employee _____

Date _____

Received by _____

Date _____