GONZALES CEMETERY DISTRICT
POLICY MANUAL
Approved and Adopted November 29, 2018
TABLE OF CONTENTS

BYLAWS 1

CONFLICT OF INTEREST CODE 9

CODE OF CONDUCT 13

TRAVEL & EXPENSES 15

PURCHASING & CONTRACTING 16

USE OF DISTRICT PROPERTY OR EQUIPMENT BY EMPLOYEES 24

INJURY & ILLNESS PREVENTION PROGRAM 25

RULES & REGULATIONS 30

DISCIPLINARY PROCEDURE 41

GRIEVANCE PROCEDURE 42

JOB DESCRIPTION - Supervisor Grounds Keeper 44

JOB DESCRIPTION – Assistant Grounds Keeper 46

JOB DESCRIPTION – Office Clerk 48

HARRASSMENT 49

FORMS

1. **District Harassment Complaint Form 51**
2. **District Travel Reimbursement Form 52**
3. **Change of Ownership Form 53**
4. **Burial Rights Successor Affidavit 54**
5. **Assignment Designation Form 55**
6. **Complaint Form 56**
7. **Employee Performance Review Form 57**

EMPLOYEE HANDBOOK . . . . . Booklet

POLICY MANUAL FOR GONZALES CEMEMTERY DISTRICT

GONZALES CEMETERY DISTRICT
BYLAWS

GENERAL PROVISIONS AND GOVERNMENT

A. GENERAL

1. Formation. The Gonzales Cemetery District is a public cemetery district formed on January 1, 1939 by resolution of the Monterey County Board of Supervisors and existing under the provisions of the laws of the State of California, Health & Safety Code, Section 9000-9093.

2. Purpose. The provisions of these Bylaws ("Bylaws") and Policies and Procedures ("Policies") and Rules and Regulations ("Rules") enacted by the Board of Trustees of the Gonzales Cemetery ("District") are to assist the Board of Trustees of the District as it sets policy and conducts the business and affairs of the District. It is the intent and purpose of these Policies to help clarify and define the responsibilities of the officials of the District. The purpose of these Bylaws is to supplement state law and to provide more specific guidelines for the actions of the Board of Trustees of the District by means which are fair, fiscally responsible, and protective of the interests of the people of the District. These Bylaws express the consensus of the Board as to policy matters covered but are not intended to be exhaustive nor are, they intended to restrict the otherwise lawful authority of the Board. Notwithstanding any other term, provision or condition of these Bylaws, no otherwise lawful act of the Board or the officers of the District shall be invalidated by reason of any term, provision or condition of these Bylaws.

3. Applicable Law. That which is contained in the applicable provisions of the California Health and Safety Code and applicable provisions of the California Government Code govern the actions of the District and its Board of Trustees.

4. Mission Statement. Within the parameters of our authority, resources and ability, Our mission is to provide a cost effective interment of human remains consistent with the needs of those we serve; and, to maintain an attractive, safe and serene environment for our community, families, and friends.

B. ORGANIZATION

1. Board of Trustees. The District is governed by a Board of Trustees consisting of five (5) members appointed by the Monterey County Board of Supervisors. The Trustees shall hold office for four (4) years and until their reappointment or appointment of their successors. All Trustees' terms shall commence at noon on the fourteenth of April following appointment and end on the

fourteenth of February four years later. To the extent possible, Trustees' terms shall be staggered so that no more than two (2) Trustees' terms expire in the same calendar year.

2. Oath. Each Trustee shall accomplish an "Oath or Affirmation of Allegiance and Affidavit of Citizenship." Two copies of the form will be mailed to the Trustees by the Monterey County Board of Supervisors upon his or her appointment. One copy of the executed Oath will be forwarded to the County Clerk and one copy kept on file in the District Office.

3. Officers. The officers of the Board of Trustees shall be Chairperson and Vice Chairperson. The Board may also appoint a Secretary and, in the event any of the District's funds are withdrawn from the County and managed by the District, the Board may also appoint a Treasurer.

4. Election of Officers. At the first meeting in July of each year, the Board may rotate the officer's positions to serve a term of one year. Upon the occurrence of a vacancy in one or more of the officer positions, the Board shall fill such vacancy in accordance with the law.

5. The office of a member of the Board of Trustees shall become vacant upon:

    a) The death of the incumbent;
    b) The resignation of the incumbent;
    c) The Trustee's ceasing to discharge the duties of his or her office for the period of three (3) except when prevented by sickness;
    d) His or her conviction of a felony or of any offense involving a violation of his or her official duties; or
    e) His or her refusal to file his or her required oath or required Statement of Financial Interests within the time prescribed.

6. Duties of Trustees - General. The Trustees' duties shall be legislative in nature. They shall formulate and adopt policy, rules and regulations for the operation and management of the District.

    a. Open Meetings. The Trustees shall conduct their business for the public benefit, abiding by the California "Open Meeting Law" (Govt. Code §§ 54950 *et seq.*) as interpreted by court decisions and Attorney General opinions, concerning the requirements for open meetings of governmental agencies in California.

    b. Sound Judgment. They shall exercise sound and prudent judgment in conducting the business of the District and shall deal always in an ethical, honest, straight-forward, open and above-board manner with the community, the Supervisor Groundskeeper and the staff.

    c. Finances and Budgets. They shall in all ways prudently manage, preserve and account for the District's financial resources. They shall review and approve a budget annually. They shall provide, within applicable budget limitations, adequate personnel, equipment and materials for the operation and maintenance of the Gonzales Cemetery District.

d. Personnel. The Board shall establish Personnel Policies which shall provide for the recruitment, selection, retention, evaluation, discipline and termination of District employees.

e. Board Studies. They shall study ways of improving the District and the services the District provides.

f. Collective Action. They shall act collectively, and they will not individually involve themselves in the day-to-day operation of the District. They shall function as a Board rather than as individuals to adopt public policies and Board procedures for guidance of the Board and Staff.

g. Litigation. They shall initiate legal action when appropriate, and vigorously defend the District against unwarranted claims or demands.

7. Clerk of the Board. The Clerk of the Board shall be the District's Office Manager or other person selected by the Board and shall attend each regular meeting of the Board and maintain a record of all proceedings thereof as required by law. If the Clerk of the Board cannot attend a meeting, the Chairperson shall make arrangements to have someone in attendance to properly record the Board's proceedings.

8. It shall be the duty of the Clerk of the Board to attest to all District Resolutions. The Clerk of the Board shall attend all closed sessions of the Board as provided for in Government Code § 54957.2(a). The Clerk of the Board shall also keep a record of Board Agendas and Board Action Synopses. The Clerk is responsible for the publication of legal notices, appropriate action and certification and filing of documents, *e.g.*, budgets, election reports, audits, resolutions, other legal documents. The Clerk is responsible for receiving and answering all official Board correspondence, after appropriate consideration is given to the correspondence by the Board acting collectively.

C. MEETINGS

1. Regular Meetings. The regular meetings of the Board of Trustees shall normally be held every other month. Notwithstanding the foregoing, the starting time of the meeting may be adjusted by order of the Chairperson to accommodate expected business.

2. Special Meetings. Special Meetings may be called at any time by the Board's Chairperson, or by a majority of the Trustees, by delivering personally or by mail, written notice of such meeting to each Trustee and by posting notice and agenda of the meeting at least 24 hours before the time of such meeting. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered.

3. Emergency Meetings. Emergency Meetings may be called without compliance with the 24-hour notice requirement in the case of any emergency situation involving matters upon which prompt action is necessary as set forth in Government Code § 54956.5.

4. Closed Sessions. Closed sessions may be called during a regular or special meeting. The general reason for a closed session must be made public either before or after the closed

session of a regular meeting, and in the advance notice of a special meeting. Closed sessions not expressly authorized by the Brown Act are prohibited. Following a closed session, the Chairperson shall announce any action taken by the Board during such closed session to the extent such action does not breach any person's right to privacy.

5. Quorums. A quorum is established as a majority of the total membership of the District Board. The District Board, which has a total membership of five (5) members, requires three (3) members to conduct a meeting and requires three (3) votes in agreement to pass a motion, resolution or ordinance. If a quorum is not met after 15 minutes of assigned starting time, the present District Board may adjourn the meeting until the next regular meeting.

6. Meeting Procedures. The Chairperson, when present, shall preside at all meetings of the Board, shall take the chair at the hour appointed for every board meeting and immediately call the members to order and proceed with the business of the Board. The proceedings of the Board shall be conducted in accordance with the provisions of law applicable thereto and generally accepted rules of order and parliamentary procedure, except as otherwise expressly established from time to time by a majority of the total membership of the Board. Except as they conflict with the California Government Code, Robert's Rules of Order (Newly Revised) shall govern all questions of procedures.
7. Meeting Attendance. Each member shall be in his or her respective seat at the hour set for each regular meeting and at the time set for any adjourned or special meeting. Any member not present when the board is called to order shall be designated in the minutes as absent. If a member arrives after a meeting commences, the recording secretary shall note his or her arrival in the minutes.

8. Agenda Organization. The business of each regular meeting of the Board shall be in the order as printed on the agenda or as directed by the Chairperson of the Board. Generally, this shall be as follows:

    a. Call to Order
    b. Pledge to Flag
    c. Roll Call of Board
    d. Public Comment & Opportunity to Discuss Matters Not on The Agenda but Within District Jurisdiction
    e. Information Items
        (1) District Manager's Reports
        (2) Sales, Burials, Safety Report, Major Purchases & Attendance
        (3) Web Site Hits
        (4) Correspondence
        (5) Old Business Updates
    f. Committee reports
        (1) Facilities Committee Report
        (2) Finance Committee Report
        (3) Gonzales Cemetery report
        (4) Other Committee Reports
    g. Discussion Items & Possible Action Items
        (1) Old Business
        (2) New Business

h. Board Matters
i. Consent Agenda
   (1) Approval of Board Minutes of previous meeting
   (2) Approval of Claims
j. Recess to Closed Session
k. Reconvene to Open Session / Closed Session Report
l. Trustees Questions & Comments
m. Announcements
n. Adjournment.

9. Materials for Non-Agenda Items. Any member intending to introduce a special item not contained in the agenda shall deliver copies of such items, if possible, to each Board member and to the public before the opening of the meeting.

10. Board Discussions. When any Board member wishes to speak, the Board member shall address the Chairperson. The Chairperson shall name the member who is first to speak, and speakers shall confine their remarks to the questions under debate and avoid disparaging personal attacks or comments. The Chairperson may elect not to recognize a Board member to speak again until all other members have had an opportunity to be heard.

11. Motions and Seconds. Each motion made by any member of the Board shall require a Second. Motions and Seconds may be made by any member of the Board, including the Chairperson.

12. Roll Call Procedure. Roll call will be called in voting upon all resolutions and ordinances which govern the District, while a voice vote may be had on routine motions not affecting the Policies & Procedure, Rules & Regulations or finances of the District.

13. Required Staff Attendance. The Supervisor Groundskeeper or a representative designated by such the District Manager shall attend every other meeting of the Board unless otherwise specified by the Board. Only those staff members specifically instructed to attend by the District Manager shall be deemed to be "required to attend" within the meaning of this section.
14. Agenda Preparation. The Chairperson of the Board shall direct the preparation of the agenda by the Clerk of the Board for the regular monthly meetings for delivery and posting no later than three (3) days prior to the date of the meeting (Government Code § 54954.2) or as required by the Board.

15. Agenda Contents. The agenda shall include those matters designated by the Chairperson or any Trustee, complete with all appropriate papers and reports relating to each matter, addressed to the Board for action. The agenda shall list the items for the Board's consideration by number with a brief statement of the subject matter sufficiently defined to apprise the public of the matter to be considered for each of the items. The agenda may include suggested actions or recommendations. All persons having agenda items shall use their best efforts to have all necessary materials to the Clerk of the Board on or before 12:00 noon on the fourth (4th) business day before the day of the regular meeting.

16. Agenda Distribution. Any written material given to a majority of the Board must be made available to the general public so long as those writings are public records. If these writings are distributed to members of the Board before the meeting, such writings must be made available to the public before the meeting. By the same token, any writings distributed to the Board during the course of the meeting must also be made available to the public at that time and will comply with section 54957.5 of the Government Code. The major exceptions to the obligation to provide the public with access to any writings distributed to members of the Board are those that deal with matters properly discussed in closed sessions or protected under Government Code section 6250 *et. seq.* which are to remain confidential. The Board has adopted a Public Records Policy and has established a reasonable fee schedule for copies of public records pursuant to Government Code section 6257.

17. Audience Comment and Seating. Any member of the public wishing to address the Board shall first identify himself or herself. Unless addressing the Board or entering or leaving the board room, all persons in the audience shall remain seated in the seats provided. It is the Board's intent to accommodate all persons who wish to attend open public meetings.

18. Demonstrations Prohibited. All demonstrations during meetings, including cheering, yelling, whistling, hand clapping, and foot stomping, are prohibited.

19. Meeting Disruptions. The exception to the right of the public to attend all meetings of the Board applies to those who attempt to disrupt the conduct of the meeting. In the event that any meeting is willfully disrupted, by a group or groups of persons, so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of the individuals who are willingly interrupting the meeting, the Board may order the meeting room cleared and continue in session. However, only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press and other news media, except those participating in the disturbance shall be allowed to attend any session held pursuant to this exception. (Government Code § 54957.9.)

D. POWERS, DUTIES AND COMPENSATION

1. Chairperson. (President) The Chairperson shall possess the powers and perform the duties prescribed as follows:

    a. General Direction. Have general direction over the Board room and assign seats for the use of the Board members and members of the staff, if required.

    b. Management and Supervision. The Chairperson shall supervise the day to-day activities of the District's management employee(s). No other Trustee shall supervise or direct any employee of the District without delegation by the Chairperson or the Board. The Chairperson shall be responsible for responding to and taking or directing others to take appropriate action necessary as a result of, events or occurrences which do not require action by the Board, but which are beyond the authority of the staff, or for which the staff seeks or requires assistance.

    c. Order and Decorum. Preserve order and decorum; prevent demonstrations; and, in accord with law, order removal from the Board room any person whose conduct is

deemed objectionable; and order the Board room cleared whenever deemed necessary. (Government Code § 54957.9.)

d. Length of Time for Public Discussion. Allocate the length of time for public discussion of any matter in advance of such discussion with the concurrence of the Board. (Government Code section 54954.3.)

e. Other Powers. Other powers as may be prescribed by the Board.

f. Official Spokesperson. Shall be the official spokesperson for the Board, and the principal contact with other governmental agencies, legal counsel and the press, unless the Board delegates this authority to another.

2. Vice-Chairperson. In the absence or unavailability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson.

3. Treasurer/Secretary. In the event that funds are withdrawn from the county's custody, a treasurer shall be appointed and shall be bonded. The treasurer will be responsible for accounting for all funds and for regularly preparing and making reports to the Board regarding District's finances.

4. Trustees. Each Trustee shall be entitled to request information, assistance, and financial or legal advice regarding matters involving the affairs of the District.

5. Board Committees. It shall be the responsibility of each member of a committee appointed by the Board, to be fully informed concerning the business assigned to it by the Board. It shall be the responsibility of each committee to meet as needed, promptly perform tasks assigned to it, and report to the Board such information and recommendations as shall be necessary or proper. Each standing committee chairperson or designee shall report on the committee's activities at least once monthly at a Regular Board meeting with a brief oral summary.
6. Board Compensation. The Trustees of the Board shall receive up to one hundred dollars ($100) per calendar month for attending and for any required training attended. Trustees shall be allowed actual and necessary traveling and incidental expenses incurred in the performance of official business of the District, as approved by the Board. (Health and Safety Code § 9031.)

7. Notification of Impending Absence. If any member of the Board is unable to attend a meeting, the Board member shall, if possible, notify the Board Chairperson, Clerk of the Board or designated representative prior to the meeting.

E. PUBLIC HEARING PROCEDURE

Procedures at public hearings shall be as follows:

1. Staff presentation/recommendations;
2. Questions of the staff;
3. Individuals speaking in support;
4. Questions of individuals speaking in support;

5. Individuals speaking in opposition;
6. Questions of individuals speaking in opposition;
7. Rebuttal (if any);
8. Public input (if any);
9. Board questions, discussion and disposition (Vote).

F. DISTRICT EXPENDITURE POLICY

Expenditures of the District shall be made only in accordance with the District's Expenditure Policy as adopted by the Board. Such Expenditure Policy shall include, at a minimum, a contracting, purchasing and disposition of property policy.

G. BYLAWS AND POLICY AMENDMENTS

Bylaws and all policies of the Gonzales Cemetery District shall be reviewed bi-annually. Except as otherwise provided by law, any policy guideline contained herein may be suspended or amended at any time, without notice, by action of the Board.

CONFLICT OF INTEREST CODE

OF THE

GONZALES CEMETERY DISTRICT

The Political Reform Act of 1974 (Government Code sections 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the **Gonzales Cemetery District** (hereafter "Agency").

Individuals holding designated positions shall file their statement of economic interests with the **Gonzales Cemetery District** which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the statements for **Board Members,** the Agency shall make and retain copies and forward the original of the statements to the code reviewing body. Statements for all other designated positions shall be retained by the Agency.

Attachments: Appendix A: Designated Positions
Appendix B: Disclosure Categories

Adopted: February 23, 1999
Amended: September 26, 2012
Reviewed & Approved: August 25, 2016
Reviewed & Approved: May 29, 2018

APPENDIX A: DESIGNATED POSITIONS

Designated Positions[1]	Assigned Disclosure Category
Board Members (5)	1
Consultants[1]	1

[1] Consultants are included in the list of designated positions. For purposes of this Code, "Consultant" has the same meaning as set forth in 2 California Code of Regulations, Title 2, Section 18701(a)(2), as follows:

"Consultant" means an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:
1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the Agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
5. Grant Agency approval to a contract which requires Agency approval and in which the Agency is a party or to the specifications for such a contract;
6. Grant Agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant agency approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the Agency and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the Agency that would otherwise be performed by an individual holding a position specified in the Agency's Conflict of Interest Code.

Consultants to the **Gonzales Cemetery District** shall be subject to disclosure under Category 1, subject to the following limitation:

The **BOARD MEMBERS** may determine in writing that a particular Consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and this is not required to comply with the disclosure requirements of Category 1. In such cases, the **BOARD MEMBERS** may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of the Consultant's disclosure requirements. Such determination by the **BOARD MEMBERS** is a public record and shall be retained for public inspection in the same manner and location as the Agency's Conflict of Interest Code

APPENDIX B: DISCLOSURE CATEGORIES

General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by Agency.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the **Gonzales Cemetery District** is the **Gonzales Cemetery District**.

Category 1
A designated position in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

Category 2
A designated position in this category must report all investments, business positions, and sources of income, including gifts, loans, and travel payments.

Category 3
A designated position in this category must report all interests in real property.

Category 4
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Agency.

Category 5
A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to supply materials, products, supplies, commodities, services, machinery, vehicles, or equipment utilized by the Agency.

Category 6

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to receive grants or other monies from or through the Agency.

CODE OF CONDUCT

In order that the rights and safety of all employees and efficient operation of the District are protected, employee activities are governed by reasonable rules of conduct. The following acts are illustrative, and not exhaustive, of acts which are grounds for disciplinary and/or termination of employment with the District:

1. Failure to follow a lawful direction of a superior.
2. Stealing or willfully destroying or damaging any property of the District, its customers, visitors or personnel.
3. Disobedience or insubordination to superiors.
4. Disorderly, immoral, indecent or criminal conduct on or off the job.
5. Drinking alcoholic beverages and/or drug use on the job, or being in a condition from prior indulgence, making unsafe or impairing the ability to perform duties in an acceptable manner.
6. Fighting with fellow employees (being an aggressor or aggravator).
7. Entering time on another employee's time card or requesting another person to enter time on your card.
8. Entering time in or out at time other than those authorized.
9. Discussing personal problems with customers.
10. Soliciting or accepting tips or gifts for District services.
11. Disclosing anything of a personal nature concerning a customer or employ unless the specific work duties require the giving or exchanging of such information.
12. Violation of Federal, State or local law.
13. Discrimination in any form directed toward any employee or non-employee because of their race, religious creed, color, national origin, ancestry, medical condition, marital status, sex or age. This includes the use of racist terms among any and all employees under all conditions and circumstances.
14. Attempt to intimidate or coerce other employees.
15. Failing to exercise proper custodial responsibility of District keys or property.
16. Permitting another person to use keys to enter District property without proper authorization.
17. Unauthorized possession of firearms or other weapons on District property or while on duty.
18. Willful or careless disregard of, or inattention to, working directions and instructions; refusal to comply with or violations of rules, safety or fire regulations, or sanitary rules and regulations.
19. Absence of three (3) working days without notifying the District office.
20. Excessive or unjustified absences or tardiness or failure to inform the District office prior to the time you are due to report, by telephone or other means that you are unable to report for work.
21. Failure to notify the District office if you leave your job or premises during working hours.
22. Smoking in unauthorized areas.
23. Unauthorized posting of notices or literature on District premises.
24. Soliciting, collecting funds, and/or circulating literature of any nature on District property during working hours without the approval of the Board of Trustees.
25. Performing personal work on District time.
26. Using the District business phone for personal matters.
27. Taking more than the specified time for meals or rest periods.
28. Unauthorized attendance or participating in meetings or gatherings during work hours.
29. Discourteous conduct, abusive treatment or inappropriate language directed toward any customer, visitor, guest, employee or superior.
30. Inefficiency, inability or negligence in the performance of assigned duties.

31. Altering, falsifying or making willful misstatement of facts on any District record or chart, job or work record, employment application or any other District record, chart or report.
32. Misrepresenting reasons when applying for a leave of absence or for other time off from work.
33. Failure, without justification, to return to work on time from an authorized leave of absence or vacation.
34. Failure to withdraw from, or report to, outside activities or interests which conflict with, detract from, or adversely affect the interest of the District.
35. Repeated improper or unauthorized parking.
36. Unacceptable personal grooming.
37. Sleeping on the job, intentional slowdown of work, intentional disruption of the work force or loafing during working hours.
38. Failure to promptly report injury or illness.
39. Scheduling off-duty time or vacation without the express consent of the Board of Trustees.
40. Conduct undermining authority or disruptive of District functions or detrimental to close working relationships among employees.
41. Conduct prejudicial to the good reputation of the District.

TRAVEL & EXPENSE REIMBURSEMENT POLICY

1. The Board shall approve travel allowance prior to attendance by a board member. It must be approved by majority of the Board.
2. The secretary shall have in the minutes how the board members voted.
3. The Date, Location and Program for the travel must be on the board agenda.
4. Vouchers shall be turned in by the next scheduled board meeting on the form required by Salinas AB1234.
5. Person(s) attending the conference or seminar shall report to the board at the next schedule board meeting.

Conference Policy

Conference/Travel

Board members and employees shall be reimbursed for actual mileage, meals and hotel while performing authorized services for the Gonzales Cemetery District. Any Board member or employee must request approval and reimbursement from the Gonzales Cemetery District Board and it must appear 30 days prior on the Board agenda for approval. The request shall state the destination, purpose and/or nature of the activity and estimated costs.

In the case of a Board member or employee who does not attend a conference; that individual will have to reimburse the Gonzales Cemetery District for any costs incurred to the District. The only circumstances which are excusable are the following:

- Death of the board member or employee
- Serious illness or hospitalization of the Board member or employee
- Death or serious illness emergency of a family member
- Conflict with Employment

PURCHASING AND CONTRACTING FOR PERSONAL PROPERTY, SERVICES AND CONSTRUCTION, AND SALE OF DISTRICT-OWNED PROPERTY POLICY

CONSTRUCTION

1. By resolution, the Board may order the construction work to be done, and if it does so, it shall fix a time for receiving proposals or bids for doing the work, and shall direct the clerk to give notice, inviting sealed proposals or bids. Such notice shall include a statement that the work is to be done in accordance with the plans and specifications on file, except insofar as such plans and specifications were changed by the Board.

2. All contracts for the construction or completion of any building, structure, or improvement, when the expenditure required for the work exceeds ten thousand dollars ($10,000), shall be contracted for and let to the lowest responsible bidder after notice.

3. All contracts for the construction or completion of any building, structure, or improvement, when the expenditure required for the work is less than twenty-five thousand dollars ($25,000), may be let to contract by informal bidding procedures as set forth therein.

4. All contracts for the construction or completion of any building, structure, or improvement, when the expenditure required for the work exceeds twenty-five thousand dollars ($25,000) may be let to contract by formal bidding procedures as set forth therein.

5. Project Specifications – Before entering into any contract for a project, the District shall prepare full, complete, and accurate plans and specifications and estimates of cost, giving such directions as will enable any competent mechanic or other builder to carry them out. Plans and specifications shall be sufficiently certain and definite upon all of the details of the work which affect its cost to apprise bidders of all of the essential and substantial parts of the work and enable them to know with reasonable accuracy the outlay they will have to make In performing the work to be contracted for. The plans, specifications, and estimates shall be approved by the Board and the original draft or a certified copy filed permanently in the office of the District before further action is taken.

6. Informal Bidding Procedure

7. The District shall maintain a list of qualified contractors, identified according to categories of work. It shall be the responsibility of contractors who wish to be placed on the list to provide the District with a statement of the contractor's qualifications.

8. All contractors on the list for the category of work being bid or all construction trade journals specified by the Trade Center Commission, or both, shall be mailed a notice inviting informal bids unless the product or service is proprietary.

9. Notice shall also be published in construction trade journals or newspapers of general circulation within the District.

10. All mailing notices to contractors and construction trade journals pursuant to subdivision (b) and (c) above shall be completed not less than the ten (10) calendar days before the bids are due.

11. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submittal of bids.

12. If all bids received are in excess of twenty-five thousand dollars ($25,000), the Board may, by passage of a resolution by a majority vote, award the contract at no more than thirty thousand dollars ($30,000) to the lowest responsible bidder, if it determines that the cost estimate of the District was reasonable.

13. Formal Bidding Procedures – Notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be posted and published at least fourteen (14) calendar days before the date of opening the bids. Notice shall be published at least twice, not less than five (5) days apart, in a newspaper of general circulation in the District. A copy or copies of the notice shall be posted and kept posted for five (5) days at or near the door of the District's office. In addition to the notice required hereunder, the District may give such other notice as it deems proper under the circumstances.

14. Awarding Contracts – The Board shall, in open session, open and examine the proposals or bids and declare the same. In its discretion, the District may reject any bids presented. The Board may also withdraw the work from competitive bidding at any time prior to the award of the contract.

15. If, after the first invitation of bids, all bids are rejected, after reevaluating its cost estimated of the project, the District shall have the option of either:
    a. Abandoning the project or re-advertising for bids in the manner set forth herein; or
    b. By passage of a resolution by a majority vote of the Board declaring that the project can be performed more economically by the employees of the District, have the project done by force account without further complying with this procedure.

16. If a contract is awarded, it shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the Board may accept the one it chooses.

17. If no bids are received through the formal or informal procedure, the project may be performed by the employees of the District by force account or negotiated without further complying with this procedure.

18. The Board may, subject to the provisions of Chapter 7 (commencing with Section 3247) of Title 15 of Part 4 of Division 3 of the Civil Code, require the posting of those bonds it deems desirable as a condition of the filing of a bid or the letting of a contract. No proposal or bid shall be considered unless accompanied by such check or such bond as required in the notice for proposals or bids.

19. A notice of such award, attested by the Clerk of the Board, shall be transmitted to the successful bidder by the Clerk of the Board, and shall also be posted in the same manner as the notice inviting proposals or bids.

20. Before being entitled to a contract, the bidder to whom the award thereof has been made must advance and pay to the Clerk of the Board, the costs and expenses of publishing and posting the resolutions, notices and orders required hereunder which have been made, given, posted, or published in the proceedings.

21. If the successful bidder fails neglects or refuses for fifteen (15) days after being awarded the contract, to execute the same, the certified check accompanying his or her bid and the amount thereof shall be declared forfeited to the District.

22. If the Board deems it is in the best interests of the District, the Board may, on the refusal or failure of the successful bidder to execute the contract, award it to the second lowest responsible bidder, or on the refusal or failure of that bidder to execute the contract, to the third lowest responsible bidder. If the Board deems the acceptance of the lowest responsible bid or bids is not in the best interests of the District, the Board may reject all bids and proceed in any other manner selected by the Board.

23. Bids may be received, and contracts awarded on a unit basis, that is, the bids compared upon the basis of estimates of the quantities of the work to be done.

24. Contracts shall be let only to a holder of a valid State contractor's license unless such work is exempt from such licensing requirement by any other provision of law.

25. In the case of an emergency, the Board may adopt a Resolution by majority vote of all the members of the Board declaring that the public interest and necessity demand immediate expenditure of public money to safeguard life, health or property. The Board may expend any sum required in the emergency for the construction or completion of any building, structure, or improvement without submitting the expenditure to bid.

26. The Board hereby authorizes the District Manager to engage independent contractors to perform construction services for the District, with or without furnishing of material, or for the purchase of supplies, material or equipment, when the aggregate cost does not exceed twelve hundred dollars ($1200).

27. It is unlawful, for the purpose of evading any requirement herein, to split or separate into smaller units of work or purchase any work or purchase covered by this section.

PURCHASING OF DISTRICT PROPERTY AND SUPPLIES

1. The Supervisor Groundskeeper is hereby authorized to make purchases of District property and supplies for the District where the cost does not exceed five hundred dollars ($500).

2. Amounts included in the annual budget approved by the Board for the purchase of specifically identified items of district property shall constitute spending authority to the Supervisor Groundskeeper for such items of district property up to the amounts approved, even though in excess of the twelve hundred dollars ($1200) limit established in 3.1 above.

3. Where the cost of the district property and/or supplies does not exceed twelve hundred dollars ($1200), price competition shall not be required.

4. Where the cost of the district property and/or supplies costs between twelve hundred dollars ($1200) and thirty thousand dollars ($30,000), price competition must be undertaken by securing at least two (2) oral or written quotations.

5. Where the cost of the district property and/or supplies exceeds thirty thousand dollars ($30,000), the Board shall be required to follow the bidding procedure set forth in Section 5 herein.

6. Authorization to Purchase – No purchase may be made without the prior authorization of the Supervisor Groundskeeper or Board of Trustees.

7. Upon receipt of the materials or equipment purchased, the invoice must be submitted to the District's Office Manager for processing and possible inventory recording under fixed assets.

8. All purchasing, and procurement shall be performed in the best interest of the District, in accordance with the rules, regulations, and policies herein set forth and all applicable provisions of the law.

9. It is unlawful, for the purpose of evading any requirements herein, to split or separate into smaller units of purchase any purchase covered by this section.

SPECIAL SERVICE

1. The Board may contract for special services. These contracts shall be with persons specially trained, experienced, expert, and competent for special services. The special services shall be limited to the fields of accounting, administration, architecture, custodial, economics, engineering, finance, insurance, labor relations, law, maintenance, mechanics, medicine, planning, science, technology and other services which are incidental to the operation of the District.

2. The Board hereby authorizes the Supervisor Groundskeeper to enter into agreements, not to exceed twelve hundred dollars ($1200), by which independent contractors provide special services to the District. Any contract which is known at the time of procurement to exceed twelve hundred dollars ($1200) may be entered into only by the Board.

3. If so authorized, when the expenditure required for the service contract exceeds ten thousand dollars ($10,000), the Board shall ensure the service is contracted for and let to the lowest responsible bidder after public notice and bidding. When the projected expenditure is ten thousand dollars ($10,000) or less, the Board may let the contract without the necessity of bidding.

4. It is unlawful, for the purpose of evading any requirements herein, to split or separate into smaller units of purchase any purchase covered by this section.

5. Notwithstanding the foregoing, contracting for architectural, engineering and surveying services shall be made in accordance with the provisions of Government Code &&4525, *et seq*.

GENERAL

1. Except otherwise allowed herein, when the expenditure required for the purchase of personal property and/or services exceeds thirty thousand dollars ($30,000), the Board shall contract for and let to the lowest responsible bidder the contract for such purchase of district property and/or services.

2. When the district property or services is to be secured through competitive bidding, the Board shall direct the Office Manager to give notice of the purchase (s) to be made, inviting sealed proposals or bids. Such notice shall include full, complete and accurate specifications of the property or service to be purchased which are sufficiently certain and definite upon all of the essential material requirements of the property or service sought to be purchased to enable bidders to know with reasonable accuracy the district property or services sought.

3. The Board may establish procedures under which notice is given exclusively to prequalified vendors and identify other forms and procedures for the issuance of notice. Prequalification shall be based on any available information, including but not limited to information provided by the bidder. A bidder's name may be removed from the list of qualified bidders for any of the following reasons:
    a. Failure to respond to questionnaires issued by the District or to provide financial statement or other information as may be requested;
    b. Failure to respond to three (3) consecutive invitations or requests for bids or quotations on services or items offered by the bidder;
    c. Failure to satisfactorily perform under a previous purchase order or contract;
    d. Failure to respond to any inquiry from the District regarding whether the bidder continues to be interested in doing business with the District;
    e. Submittal to the District by the bidder of a written request to be removed from the list of qualified bidders;
    f. Change in qualifications of a bidder to the extent that he no longer meets the minimum requirements applicable to bidders offering the services or item offered by the bidder.

4. The notice inviting bids shall set a date for the opening of bids. The first publication or posting of the notice shall be at least ten (10) days before the date of opening the bids. A copy or copies of the notice shall be posted and kept posted for five (5) days at or near the door of the District's office.

5. The Board may reject any bids. If the Board rejects all bids, it may either re-advertise or adopt a resolution, by majority vote of all of the District's Trustees, declaring that the service can be performed more economically by the District's employees or obtained at a lower price in the open market. Upon adoption of the resolution, the Board may undertake the service contract without further complying with this section.

6. If no bids are received, the Board may undertake the service contract or purchase of personal property without further complying with this section.

7. Awards shall be determined by and be based upon the best proposal which, in the discretion of the Board or the District Manager, is the proposal which most adequately meets the needs of the District at the lowest price.

8. In determining the best proposal, in addition to price, the Board may consider the quality, availability and functional or other suitability of the personal property or contractual services to the particular use intended. The Board may also consider other factors, including, but not limited to, the following: the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance of previous contracts or services; the previous and existing compliance of the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; the number and scope of conditions attached to the bid.

9. With respect to acquisitions of title to personal property or the use of district property be rental, lease or otherwise, the best proposal shall be, as to products which equally satisfy intended uses, the one submitted by a responsible bidder at the lowest price.

10. Purchases may, but need not, pursuant to competitive proposals under the following circumstances:
    a. When the aggregate or cumulative price to be paid under the purchase contract is five thousand dollars ($5,000) or less, unless otherwise required by state law;
    b. When a patent or proprietary item is being purchased;
    c. In the event of an emergency; or
    d. When the following types of personal property or services are being acquired, obtained, rented or leased: (I) advertising; (II) books, recordings, motion picture films, subscriptions; (III) insurance; (IV) public utility services; (V) travel services; (VI) property or services provided by or through other governmental agencies; or obtainable from suppliers which have in force a current contract with another governmental agency for the same item or service; or (VII) property or services the price of which is fixed by law.

11. Patented or Proprietary Items: When the District requires supplies, materials or equipment which are produced by only one manufacturer, the Supervisor Groundskeeper may specify such manufacturer's make or brand in the invitation to bid but shall seek competitive bids from responsible bidders. If the manufacturer or its representative is the sole responsible bidder or sole source of supply, the District Manager may negotiate an open market order or contract with the manufacturer or its representative at prices and on terms most advantageous to the District, subject to the approval of the Board.

12. When the District requires supplies, materials, or equipment which are patented or proprietary and which are obtainable in two or more equally satisfactory and competitive

makes, brands, or types, the invitation to bid may indicate such acceptable and competitive makes, brands or types. Such invitations to bid shall include the phrase "or approved equivalent" to permit bidders to bid on alternative or additional makes, brands, or types. It shall be incumbent on each bidder to prove to the satisfaction of the Board that the alternate or additional make, brand, or type which is offered is equal in quality or performance to those listed in the invitation to bid.

13. The District may request the State Department of General Services to make purchases of materials, equipment, or supplies on its behalf in accordance with the provisions of Government Code Section 14814. The District may also utilize the services of the County of Sacramento's purchasing agent pursuant to the procedures established, therefore.

14. The Board may delegate to the Supervisor Groundskeeper the power to enter into and execute on behalf of the District any contracts which do not involve the expenditure of more than five thousand dollars ($5,000) which relate to purposes previously approved and budgeted by the Board, subject to ratification of such approval and execution by the Board. This delegation shall not apply to:
    a. The purchase of furnishings, materials, supplies and employment of independent contractors used in construction or repair of any building or facility of the District;
    b. Contracts for the construction of any building, facility or other improvement of the District;
    c. Contracts which must be awarded after public notice and competitive bidding. Contracts awarded by the Supervisor Groundskeeper are subject to the following provisions:
    d. Any contract let by the Supervisor Groundskeeper shall contain a provision that such contract terminates upon the date of provision of services or personal property or incurring of expenses the cumulative total of which exceeds the authorized amount above.
    e. The Supervisor Groundskeeper shall not, absent prior approval by the Board, let any contract for the rental or lease of personal property or for the acquisition of services by independent contract or otherwise which exceeds a term of one (1) year.
    f. Except as otherwise authorized herein, all purchases by the Supervisor Groundskeeper shall be made pursuant to competitive proposals and shall be let to the party who makes the best proposal as defined in paragraph 5.07 of this section.
    g. The solicitation of bid proposals by newspaper publication shall not be required. The Supervisor Groundskeeper shall utilize such processes to advertise intended purchases as are reasonably calculated to provide adequate competition among vendors, including, but not limited to, the direct solicitation of proposals from known vendors.

Policy Violations

1. Any violation of this policy shall render the contract or transaction involved voidable at the sole discretion of the Board.

2. Any person claiming to be aggrieved by a decision of the Supervisor Groundskeeper or the Board pursuant to this policy may appeal to the Board for a final determination. With regard to any such appeal which relates to a contract award, the appeal must be filed with

the District within five (5) days of the date of such award. No contracts may be executed by the District during the five-day period after the date of the award and during any period while an appeal is pending before the Board, unless an emergency exists pursuant to paragraph 5.14 below.

3. It shall be District policy that preference be given to local merchants, within the geographical boundary of the District, provided price, quality and service or availability are satisfactory.

4. In case of an emergency, the Board may adopt a resolution by majority vote of all the members of the Board declaring that the public interest and necessity demand immediate expenditure of public money to safeguard life, health, or property. The Board may expend any sum required in the emergency for the purchase of any personal property, supplies and/or services without submitting the expenditure to bid.

5. Prior to performing any services or commencing any construction, the person, company or firm selected to perform such services or construction shall provide, in a form and amounts satisfactory to the District, proof of current insurance coverage for Worker's Compensation (if Contractor employs any employee), and Comprehensive General Liability insurance naming Gonzales Cemetery District, its Trustees, Officers and Employees as additional named insured.

DISPOSITION OF DISTRICT-OWNED PROPERTY

1. When purchasing District property, the District may solicit and accept advantageous trade-in allowances for the District-owned property which has previously been determined by the District to be surplus.

2. Upon recommendation by the Supervisor Groundskeeper, the Board may declare specific items of District-owned property surplus and authorize the disposition of such property. The Supervisor Groundskeeper may purchase advertising and advertise the proposed sale or other disposition of the property in newspapers or another periodical. Proceeds from the sale of District-owned surplus property shall be paid into the County Treasury for use of the District.

3. When District-owned property has been declared surplus by the Board, the disposition of the surplus property may be handled through the Gonzales Cemetery District, at the discretion of the Board of Trustees.

4. The prohibition against dealing with "financially interested" parties, Section 7.00 below, shall also apply to the sale of surplus District-owned property.

FINANCIALLY INTEREST PARTIES:

1. The District shall not make any purchase of any personal property or services from any person or business in which any Board member, officer or employee of the District has a "financial interest". A person has a "financial interest" if it is reasonably foreseeable that the purchase will have a material effect on the official or employee or a member of his or her immediate family or on:

a. Any business entity in which the official or employee has a direct or indirect investment worth one thousand dollars ($1,000) or more;
b. Any real property in which the public official or employee has a direct or indirect interest worth one thousand dollars ($1,000) or more;
c. Any source income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to the official status, aggregating two hundred fifty dollars ($250) or more in value provided to, received by or promised to the official or employee within twelve (12) months prior to the time when the decision is made;
d. Any business entity in which the official or employee is a director, office, partner, trustee, employee, or holds any position of management; or
e. Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars ($250) or more In value provided to, received by, or promised to the official or employee within twelve (12) months prior to the time when the decision is made.

2. For purposes of this section, "indirect investment or interest" means any investment or interest owned by the spouse of dependent child of an official or employee, by an agent on behalf of a public official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a ten (10) percent interest or greater.

USE OF DISTRICT PROPERTY OR EQUPMENT BY EMPLOYEES

1. WHEREAS, the Board of Trustees (hereinafter the "Board") of the Gonzales Cemetery District (hereinafter the "District") determines and finds that District property should not be utilized for private purposes, and personal property should not be maintained or repaired on District property or with District-owned tools or equipment.
2. NOW THEREFORE BE IT RESOLVED THAT the following policy be adopted by the Gonzales Cemetery District.

USE OF DISTRICT PROPERTY OR EQUIPMENT BY EMPLOYEES

1. Employees shall not utilize District-owned equipment, tools or supplies to perform maintenance or repair on personal property not owned by the District, including but not limited to property such as vehicles, trailers, or lawn and garden equipment, except in cases of emergency or as determined by the Supervising Grounds person or, in his absence, the Board of Trustees.
2. Moreover, no such maintenance or repair shall be performed on the District's real property or within its premises.
3. Furthermore, District-owned equipment, tools, supplies or any other property shall not be removed from District property or used for any non-District purpose.

INJURY AND ILLNESS PREVENTION PROGRAM

RESPONSIBILITY FOR OUR IIP (Title 8 California Code of Regulations 3203(a)(1))

Our workplace's injury and illness prevention program (IIPP) administrator is
Gonzales Cemetery District Board, PO Box 308, Gonzales, CA 93926

The responsibilities of the IIPP Administrator include (check all that apply):

1. Preparing and updating our workplaces IIP
2. Implementing the provisions in our IIPP
3. Making sure accidents, injuries, illnesses and exposures in our workplace are investigated
4. Conducting regular workplace inspections for hazard identification
5. Taking action to mitigate identified hazards
6. Providing health and safety training to employees
7. Establishing procedures for employee reporting of workplace hazards, accidents, injuries, illnesses and general safety concerns.

All employees have been told who is in charge of health and safety in our workplace.

INJURY AND ILLNESS INVESTIGATIONS (Title 8 CCR 3203(a)(5))

Investigations of workplace accidents, injuries, illnesses and hazardous substance exposures will be conducted by the Gonzales Cemetery Board.

Our procedures for investigating accidents, injuries and illnesses and hazardous substance exposures include:

1. Visiting the scene as soon as possible
2. Interviewing injured employees and witnesses
3. Determining the cause(s) of the accident/exposure.
4. Taking corrective action to prevent the accident/exposure from reoccurring.
5. Identifying and addressing the underlying factors that may have contributed to the incident.
6. Investigating "near miss" incidents when they occur.
7. Recording the findings and actions taken.
8. Taking photos of the accident scene and the employee(s) involved.

HAZARD ASSESSMENT/INSPECTION (Title 8 CCR 3203(2)(4))

Periodic inspections to identify and evaluate hazards in our workplace will be performed by the following individual(s): Supervisor Grounds Keeper

Periodic inspections are always performed according to the following schedule:

1. Whenever new substances, processes, procedures or equipment are introduced into our workplace that present potential new hazards.
2. Whenever new, previously unidentified hazards are recognized.
3. Whenever occupational injuries and illnesses occur
4. Whenever workplace conditions warrant an inspection
5. When we hire and/or reassign permanent or intermittent employees to processes, operations, or task for which a hazard has not been previously conducted.

HAZARD CORRECTION (Title 8 CCR 3203(a)(6))

Unsafe or unhealthy work conditions, practices or procedures will be corrected in a timely manner based on the severity of the hazards, including:

1. When a hazard is observed or as soon as it is discovered
2. When an imminent hazard exists, which cannot be immediately abated without endangering employee(s) and /or property, we will remove all exposed employees from the area except those necessary to correct the existing condition. Employees who are required to correct the hazardous condition will be provided with the necessary protection and training.

COMMUNICATION WITH EMPLOYEES ABOUT SAFETY (Title 8 CCR 3203(a)(3))

All supervisors are responsible for communicating with their employees about occupational health and safety hazards and protections in a manner that is easily understandable by all employees.

1. We have a communication system that includes all the of the following checked items:
    a. New employee orientation including a discussion of safety and health policies and procedures and a review of our Injury and Illness Prevention Program.
    b. A system for employees to anonymously inform management about workplace hazards without fear of reprisal
    c. Posted or distributed safety information

TRAINING AND INSTRUCTION (Title 8 CCR 3203(a)(7))

All employees, including supervisors, are provided training and instruction on general and job specific safety and health practices. Training and instruction are provided according to the following schedule:

1. When our IIPP was first established
2. To all new employees
3. To all employees given new job assignments for which training has not previously been provided.

4. Whenever new substances, processes, procedures, or equipment are introduced into our workplace and represent a new hazard.
5. Whenever anyone is made aware of a new or previously unrecognized hazard
6. To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.
7. To all employees about the hazards specific to each employee's job assignment.

We provide training to employees and supervisors on topics such as but not limited to:

Back Safety (Lifting)
Slip/Trip/Falls
Tree Trimming
Gardening
Tool Safety
Tractor Safety
Lawn Mower Safety
Digging Safety
Heat Stress

The following is a description of how our training is conducted:

Tailgate meetings

EMPLOYEE COMPLIANCE WITH SAFETY PROCEDURES (Title 8 CCR 3203 (a)(2))

Supervisor is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees. Supervisors and lead personnel are expected to enforce the rules fairly and uniformly.

All of our employees, including supervisors, are responsible for complying with safe and healthful work practices. Our system of ensuring that all employees comply with these practices includes all of the following checked practices.

1. Informing employees of the provisions of our IIP
2. Recognizing employees who perform safe and healthful work practices
3. Fair and consistent disciplining of employees who fail to comply with safe and healthful work practices.

The responsibilities of all employees include the following checked practices:

1. Reporting unsafe conditions, work practices or accidents to their supervisors or the site safety coordinator(s) immediately
2. Following safe work practices
3. Using appropriate personal protective equipment (PPE) as instructed by their supervisors

RECORDKEEPING AND DOCUMENTION (Title 8 CCR 3203(b))

1. Records of scheduled and periodic inspections (to identify unsafe conditions and work practices, including the names of the person(s) conducting the inspection, the unsafe conditions and the work practices that have been identified, as well as the action(s) taken to correct the identified unsafe conditions and work practices). These records are maintained for at least one year.

Documentation of our safety and health training for each worker, including their name, training date(s), types of training and the name(s) of our training provider(s).

GONZALES CEMETERY DISTRICT SAFETY PROGRAM

District Policy

To our employees:

It is the policy of the Gonzales Cemetery District to achieve the greatest practical degree of freedom from accidents and to ensure that every employee is provided safe and healthful working conditions, free from recognized hazards.

Injuries are always costly to the individual worker, often significantly change his future and frequently destroy the security of his family. They are also costly to the District, both directly and indirectly – with indirect costs often being much higher that the direct costs. It is the firm and continuing policy of the Board of Trustees that industrial accidents shall be reduced or eliminated by the use of every reasonable mechanical precaution and by the aggressive promotion of safe practices within the District.

Every employee plays an important part in preventing accidents and is expected to cooperate fully in the measures taken for safety.

Each employee has a responsibility to himself for his safety, but likewise has a responsibility to his family, to his fellow workers, to his community, and to his employer.

In the performance of his duties, therefore, he shall be expected to observe safety practices, rules and operating procedures, as well as instructions relating to the efficient performance of his work. The ideal in safe and efficient district operations is reached only when all employees are keenly alert and safety conscious.

We have instituted a Safety Program which, with your help, will succeed in providing a safe, healthful and pleasant working environment.

Everyone stands to benefit, everyone stands to gain! The cooperation of all employees in the District is expected. The results will be worth the effort.

Signed by,

_____

Chairman, Board of Trustees

Gonzales Cemetery District

RULES & REGULATIONS

Adopted

RULES AND REGULATIONS

A. DEFINITIONS – As used in these Rules and Regulations, the following terms shall have the following meanings:

1. "Board" shall mean the Board of Trustees of the Gonzales Cemetery District

2. "District" shall mean the Gonzales Cemetery District

3. "Cemetery" shall mean the Gonzales Cemetery District owned and operated by the District.

4. "Interment" means the disposition of human remains by burial in a cemetery or, in the case of cremated remains, by inurnment, placement or burial in a cemetery.

5. "Commingling" means to "mix together with" or in other words to place the cremains with other cremains in the same place.

6. "Interment Right" means the authorization purchased from the District to inter human remains in the ground or niches, urns or other disposition.

7. "Plot" as used herein means the in ground burial space for the interment of human remains.

8. "Ossuaries" means the containers or receptacles, such as urns or vaults in a designated in-ground location for the interment of cremated remains.

9. "Owner" shall mean one who has purchased Interment Rights.

10. "Vases" shall mean receptacles intended for floral tributes and installed by the District flush to the ground or in the marker foundation.

11. "Markers" as used herein means any plaque, stone or other item used to mark the location of an interment or memorialize a person interred in the Cemetery, and shall include flat, pillow, upright and monument grave markers, as well as any plaque affixed to any post, niche, plate or elsewhere.

12. “Marker Foundation” shall mean a permanent cement foundation pad for the marker/headstone, where required.

13. “Base” shall mean what the marker resides or sets upon on the Marker Foundation.

14. “Niche” shall mean the receptacle or space in a wall or bank of spaces for the purpose of inurnment of cremated human remains.

15. “Niche Fascia or Niche Front” means the cover plate over the space that the cremated remains reside within.

16. “Niche Plate, Scroll Plate, or Staff Bar” shall mean the bronze marker on the fascia that designates the person who resides within the space.

B. CARE OF GRAVES, NICHES, AND CEMETERY GROUNDS – The absolute control of the Cemetery grounds in every particular is vested in the Board. Plot Owners, niche Owners, visitors and others are entitled only to such privileges within the grounds as are provided by these Rules and Regulations. Subject to the control of the Board, following are the rules regulating the general care of the graves, niches, and Cemetery grounds.

1. General Cemetery Grounds Policies

a. Interment Rights in the Cemetery are conveyed for interment purposes only.
b. The Cemetery gates shall be opened, daily, at 8:00 a.m. and closed at 4:30 p.m., after hour access is until dusk.
c. The Gonzales Cemetery District is an old, historic cemetery, which may contain hazards such as tree roots, sunken areas, rodent holes, raised and lowered areas, coping surrounding plots, numerous grave Markers of many types and some well over 100 years old, and other potentially hazardous conditions. Possible hazardous conditions signage shall be posted. Every person entering onto the Cemetery shall be responsible for his or her own safety and shall exercise due caution and care.
d. No animals, with the exception of guide or service dogs which must accompany their owners, are allowed in the Cemetery without permission from the Board.
e. No person not employed by the District shall trespass on any plot of which he/she is not the Plot Owner. All persons shall confine themselves to the roadways, paths and other public places provided for public use within the Cemetery grounds, except when accessing a particular Plot or Niche. All children must be under the control of an adult.
f. No person not employed by the District shall plant, maintain, or adorn any trees, shrubs, or flowers on the Cemetery grounds. If any tree, shrub, plant or vine situated on any plot shall by reason of roots, branches, height, shade or otherwise become detrimental or unsightly to adjacent plots, paths, streets or the Cemetery grounds, the Manager or any authorized District personnel may enter upon such

plot and remove or trim such trees, shrubs, plants or vines as deemed necessary. Donations of trees are acceptable, but trees must be selected and planted by and under the direction of the Board.

g. No person not employed by the District shall remove any earth or in any way damage the Cemetery grounds or place or pour sand, gravel, rocks, cement or any metal of any kind in the vases, around the markers, the Plot or on the Cemetery property.
h. The Board reserves the right to remove from any Plot, Marker, Headstone, Monument or other structure, trees, flowers or plants (plastic or real), or other objects which may conflict with the Rules and Regulations, or which may be considered a safety hazard or maintenance obstruction to the grounds, lawns, plots, or person. Mylar balloons, pinwheels, shepherd's hooks, statuary, and trinkets are prohibited. Such items removed by the District personnel will be held for thirty (30) days and thereafter destroyed.
i. No person shall burn any material within the Cemetery grounds.
j. It is the policy of the Gonzales Cemetery District to not have employees or volunteers working under the direction of the Gonzales Cemetery District act as pall bearers at any funerals. It is the responsible of the Mortuary or decease family to provide all pall bearers as needed.
k. Partying on Gonzales Cemetery District property is prohibited at any time. Violation will be considered trespassing, a misdemeanor punishable by law. Partying is considered playing music (other than religious songs or military taps) dancing, singing by way of radio, tape or compact disc and consumption of alcoholic beverages. Law enforcement will be contacted to any parties on Cemetery grounds.

2. Lawn Area Grave Site Policies

a. No glass vases, status, crosses, monuments, rocks, bottles, cans, toys, ceramic items are allowed on grave site or headstone
b. No free-standing metal containers unless pre-made vase holds are inserted into headstones
c. No boarders around gravesite
d. No potted plants
e. No painting of concert around Headstone
f. Artificial & fresh flowers are allowed on the lawn area until tattered and/or faded and will be removed at the discretion of the Cemetery personnel.
g. All headstones will be set below grass surface
h. Maximum of two vase inserts allowed per headstone
i. All headstones will be placed in lawn area maximum size 16 inches by 28 inches
j. Only one headstone per burial plot is allowed
k. Solar or battery lights may be placed on vase holder

3. POLICY FOR PLACEMENT OF FLOWERS AT GRAVESITES

The placement of flowers on the gravesites of our loved ones is a time-honored tradition. It is an expression of love and remembrance to those who have passed from this life and is a beautiful and effective memorialization.

Until recent years, fresh-cut flowers were used exclusively. Today, however, we note a trend toward the use of artificial flowers, treated blossoms, and plastic flowers. As these become dirty and unsightly, they create an impression of neglect rather than remembrance. If left in the approved receptacle for long periods of time, they create problems of care and maintenance.

For this reason, the following policies were passed by the Board of Trustees.

a. All flowers must be removed once a week, as needed, in order to properly maintain the grass.
b. Artificial flowers shall be treated the same as fresh flowers.
c. Flowers, either fresh or artificial, may be placed on gravesites provided they are placed in an approved receptacle on the headstone.
d. If flowers start to discolor, fade, or deteriorate, Cemetery employees will remove and dispose of them on a regular basis.
e. No person or persons shall place or pour any sand, gravel, rocks, cement, casting plaster, wax, or any metal of any type in vases, jars, cans, or flower containers because of the hazards to mowing equipment.
f. No statues, crosses, pictures, or large vases allowed.
g. Every reasonable effort will be made to care for flowers placed on gravesites, but neither the Cemetery District nor any of its employees will be responsible for anything of a movable character that may be lost, stolen, or misplaced.

4. Old Cemetery Section

a. All new construction on family plots will need to be approved by the Gonzales Cemetery Board
b. All new construction of boards of plots will be uniform with the rest of Cemetery Plots
c. If rock is to be placed in plot, rock must be 1/2" to 3/4" in size with plastic underneath rock for weed control
d. All borders during construction will be no more than 12" above ground & 6" wide with 6" underground. borders will be reinforced in center with rebar, end to end
e. Upright memorials and surface memorials are permitted in designated areas (R Section)
f. All trees, shrubs will be pruned or trimmed by Cemetery staff only.
g. Artificial & fresh flowers are allowed on the lawn area and family plots until tattered and/or faded and will be removed at the discretion of the Cemetery personnel.

h. All plots will be maintained by Cemetery staff as required

5. NICHES

a. The Board reserves the right to make improvements to any Plot, Niche, or to any public portion of the Cemetery grounds at any time at the cost of the District.

C. MEMORIAL/MOUNUMENTS (UPRIGHTS) MARKER POLICY

Subject to the Rules and Regulations set forth herein, and as they may be amended from time to time, grave Markers may be placed on interments in the Gonzales Cemetery District. Although such Markers, as well as their placement and installation, must conform to the Rules and Regulations of the District, the Gonzales Cemetery District does not own or control any such Marker. After burial, the ground may settle for up to a year. It is recommended that the marker is not placed during the first year. If it is placed during the first year and it repositions, the cemetery is not responsible for any damage as a result of placing the marker too soon after the interment. Accordingly, the Gonzales Cemetery District, its Trustees, Officers, Managers and Employees are not responsible for the loss or damage to any Marker, unless such loss or damage is the result of the negligence or misconduct of a Trustee, Officer, Manager or Employee of the District.

If a damaged Marker has been in place in the Gonzales Cemetery District for 25 years, and if the District is unable to locate a family member responsible for the care and upkeep of the Marker the District may, at its sole discretion, elect to either repair or replace a damaged Marker.

The District reserves the right to repair, replace or remove any Marker that, in the sole discretion of the District, constitutes a potential threat to public safety.

The following regulations govern Markers in the Cemetery:

1. All Markers, Stones and Monuments must comply with the District's Marker Policy. All benches must have prior approval of the Board as to placement and safety. No curbing is allowed.

2. All Markers must be made only of granite, marble (Veterans Administration markers only), or standard bronze. Markers made of other materials are not permitted.

3. Placement of Markers must take place Monday through Friday 8:00 a.m. – 3:00 p.m. The person setting the Marker must be finished and depart the Cemetery grounds at or before 4:00 p.m. Any person or company working on Markers must notify the District Office prior to doing any work and will not be permitted to perform any services on Cemetery grounds until proof of insurance, satisfactory to the District, has been provided.

4. All Markers shall be set in a four (4) inch thick concrete Marker Foundation, whose top surface is flush with the surrounding ground. A minimum of one (1) flower vase and a maximum of two (2) flower vases shall be set in each Marker Foundation, except that no vases are permitted on second or subsequent Markers. Only flush-with-the-ground vases are allowed with flush Markers, which

must be placed on foundations that are set at sufficient below-ground depth to insure the Marker is flush with the ground.

5. The District must be notified before the removal of any Marker.

6. The District is not liable for damage, theft, vandalism, or deterioration of Markers or benches.

7. Only flat-type memorial markers shall be used in the lawn sections. Only one memorial marker per person interred will be allowed.

8. Veterans will be allowed the Government-issued Veteran's marker in addition to a regular memorial marker.

9. Only granite, marble, or bronze memorial markers will be accepted. We require all memorial markers to be set in concrete, with a concrete border (installed by licensed contractor) around all four sides. All memorial markers must have one approved receptacle set in the concrete border per person interred.

10. Size:
    a. All memorial markers for graves shall be 16"x28" and at least 3" thick.
    b. Bronze memorial markers may be smaller than 16"x28" if seton concrete of the required dimensions.
11. Monument section single:
    a. All monuments must have an approved receptacle at the base of the monument.
    b. Dimensions are base length 38", base width 12", height 36" from base.
12. Monument section for double
    a. Maximum dimensions base length 54" base width 12 height up to 48 inches from bottom of base.

D. <u>INTERMENTS</u>– Plot owners, Funeral Directors and other authorized persons shall comply with the following regulations in the use of plots for burial purposes.

1. Eligibility to purchase Interment Rights in the Gonzales Cemetery District will be in compliance with the California Health & Safety Code sections 9060, 9061, and 9062.

2. All interment arrangements shall be conducted through the administration/business office of the Gonzales Cemetery District

3. A record shall be kept of every interment showing the date the human remains were received, the date of interment, the name and age of the person interred (when these particulars can be conveniently obtained), and the Plot or Niche in which the interment was made.

4. No interment will be permitted in the Cemetery without an "Authorization for Interment Order" signed by an authorized member of the family of the deceased. If prior to his/her death, the decedent had signed custody of his/her remains to someone other than his/her family, then said

custodian will sign the authorization. If the family requests the Funeral Director to make the interment arrangements, the family will fill out the authorization stating the services they wish the District to provide and the location of the grave they wish to use for the interment. In accordance with the California Health & Safety Code, Sections 7104 and 7111, if there are no known survivors or in the case of the indigent dead, the County Coroner will give the authorization. Interment orders must be signed by the person ordering burials before graves are opened.

5. The Gonzales Cemetery District shall be given at least seventy-two (72) hours' notice for a planned interment.

6. No plots may be purchased with the intent for resale.

7. No Plot Owner shall allow any interment to be made in his/her plot for remuneration. No interment right may be purchased for investment or speculation.

8. No services in connection with an interment will be made until all charges for such services, as fixed by the Board, have been paid in advance to the District.

9. All interments will be made after 9 a.m. and completed prior to 3 p.m. each weekday, (exceptions to any Saturday services must be approved), when interments must be completed prior to 2 p.m. An additional fee, as set by the Board, shall be charged for all Saturday and afternoon (2:00 pm) interments, except those ordered by a public health officer.

10. No interment shall be made on Sunday or any of the following holidays: 1st of January, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, President's Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday and Christmas Day unless interment is ordered by a public health officer or in case of an extreme emergency. In that case, such basis is to be determined jointly by the District Manager and the Funeral Director. No Saturday burials will be made on holiday weekends.
11. The remains of the deceased shall be brought to the Cemetery in a closed casket or urn. A minimum container of a cloth covered wood casket with handles is required for all interments except for cremated remains. In some cases, when a person has been disinterred from another cemetery and will be re-interred in the District, and is in a container, this container must be an approved concrete, metal, or urn vault.
12. No opening or closing of a grave or the placement of any lawn crypt, vault, set up, or device shall be made by anyone except employees of the District.
13. At no time shall an employee of the District be allowed to open a casket.
14. Graves and niches:

    a. All single adult graves shall be dug to a depth of five (5) feet at the center.
    b. Infant graves for domed liners shall be dug to a depth of thirty-six (36) inches at the center.
    c. Cremation sites shall be dug to a depth of twenty-four (24) inches.
    d. No more than four (4) cremations interments will be permitted in a cremations grave.
    e. No more than one (1) full-size interments are allowed per grave.

15. Vaults must be used for all full-body casket interments. **Please be advised that standard full-body caskets cannot exceed dimensions of 29" wide by 84" long by 25" high, <u>including all handles, attachments and other decorative elements.</u>** If a casket exceeds these dimensions, Gonzales Cemetery District must have no less than 72 hours' notice to install a vault that will accommodate larger caskets. There will also be an additional charge for larger vaults.
    a. ***<u>Failure to provide at least 72 hours' notice of oversized caskets will result in the burial service being delayed.</u>***
16. For interments of cremated remains, the vaults must be made of steel, concrete, fiberglass, or plastic**. No urn or other container may exceed total dimensions of 10" wide by 14" long by 11" high.**
17. No grave shall be graded or mounded, and the top of the grave shall be level with the surrounding ground when the burial is fully settled.
18. Except when ordered by a Court, disinterments will be at the discretion of the Board. No disinterment will be made without a "Disinterment Form" signed by the person or persons who have the legal right to control the remains. When allowed, District personnel will open the grave and remove or open the vault. The District shall not be responsible for removal of the casket or for any damages to the vault, casket or remains.
19. The Gonzales Cemetery District does not permit the interment of animal remains, unless interred with human remains. Animal remains will be permitted only if interred in the same grave, and within the accompanying deceased's casket or burial vault. All such animal remains must be contained within a separate container. Only cremated remains of animals will be permitted to be interred with human remains – whole body animal interments will not be permitted or accepted.

E. <u>FEES AND CHARGES</u>

1. In accordance with California Health & Safety Code § 9068, the Board shall establish the prices at which Interment Rights shall be sold, the fees for the opening and closing of graves, the additional fees for performing such services other than during the normal times established by these Rules and Regulations, and the fees for all other services performed by the District in connection with the use of the Cemetery grounds. A schedule of the current fees is available at all reasonable hours in the business office of the District. (See Attachments E & F).

2. In accordance with California Health & Safety Code § 9061, non-resident fees shall be charged for the interment of a person who is not a resident of or paying taxes in the District at the time of death, but who is otherwise eligible for interment in a Cemetery of the District.

3. In accordance with California Health & Safety Code § 9065, the Gonzales Cemetery District maintains an Endowment Care Fund, and is an "endowment care cemetery." Section 9065 also requires the payment of a contribution to the Endowment Care Fund for each interment right sold. In accordance with California Health & Safety Code § 8738, the Board shall establish the

amount to be paid by purchasers for deposit into the Endowment Care Fund. Such amount paid into the Endowment Care Fund is not refundable.

4. All fees must be paid in full prior to any interment, including the endowment fee. When the plot fee is paid in full, a receipt for every interment right sold.

5. **Policy on type of payments accepted -** All payments for services be in the form of check, money order or certified check.

6. The Gonzales Cemetery Board will review the fee schedule every September for any increases needed.

7. The Gonzales Cemetery District will no longer accept prepayments on opening, closing and vault fees. These Fees will be due at time of burial effective February 1, 2015.

F. <u>INTERMENT IN GONZALES CEMETERY DISTRICT</u> - In addition to the provisions established by the California Health & Safety Code for the operation of the District's cemeteries, the following Rules and Regulations shall apply:

1. Interment in the District's cemeteries shall be limited to residents and taxpayers of the District, and their family members, in accordance with the California Health & Safety Code § 9060, as the same now exists or may be hereafter amended.
2. "Family member" of a resident or taxpayer of the District is defined as any spouse, by marriage or otherwise, child or stepchild, by natural birth or adoption, parent, brother, sister, half-brother, half-sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, first cousin or any person denoted by the prefix "grand or great" or the spouse of any of these persons. (Cal. Health & Safety Code § 9002.)
3. Pursuant to California Health & Safety Code § 9061, a nonresident fee must be paid for the interment of any person otherwise qualifying for interment in a District cemetery but who is not a resident of the District at the time of death.
4. No interment right in any cemetery owned and operated by the Gonzales Cemetery District shall be transferred or legal unless made in the office of, and signed by, the Trustees of the District.
5. The Gonzales Cemetery District shall keep a record of the ownership of all interment rights in the Cemetery which have been conveyed by the Cemetery authority and of all transfers of such rights in the Cemetery. (Cal. Health & Safety Code § 9064.)
6. Transfer of any interment right shall be complete and effective when recorded on the books of the Cemetery authority.
7. Each purchaser of an Interment Right shall be issued a Certificate of Purchase. The interest acquired by such purchaser shall not be an interest in real property but shall be simply the revocable right granted to the Certificate holder to use said plot, or niche for interment purposes in accordance with these Rules and Regulations. An assignment may be made of Interment Rights by the purchaser to a Family Member of the purchaser's family, as defined in the California Health and Safety Code, which assignment will be recognized by the District,

whether said assignment is made during the purchaser's life time or is made by will or device. The use of any such Interment Right shall be permitted only in accordance with the California Health & Safety Code. **In the event the owner of such Interment Right does not qualify for interment in the District's Cemetery or does not wish to use the plot or niche, such Interment Right may be transferred only to the District and not to any other person or entity. If a Certificate holder desires to sell his/her Interment Right to the District, the District will pay the holder the original purchase price, as near as can be determined, less any Endowment Care Fund deposit, if paid.**

G. RIGHTS TO SUCCESSION OF OWNERSHIP

As referenced in Health and Safety Code §9069.25 and Probate Code §6400 to 6413

Decedent or Owner on Record

↕

Decedent's Agent under POA for Health Care

↕

Decedent's Spouse or Registered Domestic Partner

↕

Decedent's Child/Children

↕

Decedent's Parent/Parents

↕

Decedent's Sibling/Siblings

↕

Decedent's Grandparent/Grandparents

↕

Decedent's Uncle's or Aunt's

↕

Predeceased Spouse Children – (decedent's step children)

↕

All other surviving next of kin in the order of claim through nearest ancestor

↕

Predeceased Spouse Parents

↕

Surviving issue of Parents of Predeceased Spouse – (brother's and sister's in laws)

H. Disinterment & Re-interment of Ashes (Approved 3/10/16)

The policy of the Gonzales Cemetery will be no disinterment or re-interment of cremated remains*, unless requested by a court order. Requesting party will be liable for opening and closing costs for both disinterment and re-interment plus costs of new location if applicable.

* It should be noted that in the case of cremations, cremated remains older than 20-25 years and thereafter may be no longer identifiable and be decomposed and mingled with the soil.

I. LIABILITY – Please use caution when entering and using the Cemetery. The Gonzales Cemetery District, it's Trustees and Employees, are not responsible for any injury or damage suffered by any persons, including children, while on Cemetery grounds. Every person entering the Cemetery does so at his or her own risk. The District or any of its Employees shall not be responsible for anything of moveable character that may be lost, stolen, or misplaced on Cemetery property.

J. ALL RULES AND REGULATIONS - Any previously adopted Rules and Regulations that are inconsistent with the foregoing are hereby repealed. The Board reserves the right of passing other Rules and Regulations, or amending these Rules and Regulations, at any time the occasion arises.

PASSED, APPROVED AND ADOPTED by the Board of Trustees of the Gonzales Cemetery District in a regular meeting held at its regular place of meeting the **November 29, 2018 .**

DISCIPLINARY PROCEDURE

1. Types of Disciplinary Procedure
   Disciplinary procedures include, but are not limited to, the following:
   a. Oral reprimand
   b. Written reprimand
   c. Suspension from duty without pay up to and including a maximum period of loss of two (2) weeks' pay.
   d. Reduction of pay.
   e. Demotion.
   f. Termination for cause.
2. Foreman may issue oral or written reprimands. All other forms of disciplinary action are reserved for decision by the Board.
3. Disciplinary action normally is based, but not limited to, violations of the Code of Conduct.
4. To the extent practicable, Board will resort to counseling and guidance of employees prior to resorting to disciplinary action.
5. Oral reprimand and written reprimand are subject to review under Grievance Procedures.
6. Suspension from duty without pay, reduction in pay and demotion imposed by written notice to the employee stating the reason(s).
7. Disciplinary termination is imposed by written notice to the employee stating the reason(s) and is subject to review under Termination Procedures.

GRIEVANCE PROCEDURES

1. Purpose

Through the formal grievance procedure, employees are provided a means by which a complaint, decision or problem is formally reviewed, and an answer or decision may be given at progressively higher management levels. GRIEVANCE PROCEDURES DO NOT APPLY TO TERMINATION OF AN EMPLOYEE OR DISCIPLINARY ACTION IMPOSED BY THE Board.

2. Eligibility

All regular employees who have been employed at least ninety (90) days are eligible to use the formal grievance procedure.

3. Procedure

a. The formal grievance procedure is designed not to replace but to supplement the routine methods of responding and settling employee problems and grievances. If these routine methods fail to resolve the issue, the formal grievance procedure gives the employee access to higher authorities that the Foreman.

b. The Board shall directly or indirectly discourage the use of the formal grievance procedure by employees.

c. When warranted by unusual circumstances (illness, extended absences, etc.) the Board may extend the time limits indicated in the Formal Grievance Procedure.

d. Content of the Written Grievance:

1. A statement of the District's policy, rules or practices involved.
2. A statement of the facts and events involved in the matter.
3. An explanation of how the employee has been adversely affected.
4. A statement of the corrective action requested and the reason the action is appropriate.
5. The employee may elect to have a representative for assistance in presenting the grievance.

4. Steps in the Formal Grievance Procedure

Step No. 1

a) The employee shall present the request for an adjustment of the grievance to the Board within five (5) working days of the day on which the grievance arises or becomes known to the employee. The Board shall reply within seven (7) working days of the grievance by the employee and shall tell the employee the reason for the decision.

b) In this step, the Board shall give the employee a full opportunity to explain his or her grievance and will promptly review all aspects of it. The Foreman will make efforts to give a prompt answer; but if more information is necessary, or if the grievance involves a matter beyond the Board's authority, the Board will insure that the problem is brought to the attention of the authority that has the responsibility to make such a decision.

c) It is the responsibility of the Board to ensure that the employee is aware of the right to proceed to Step No. 2.

Step No. 2

a) If the employee is not satisfied with the departmental reply in Step No. 1 and chooses to proceed to Step No. 2, the employee must present the written grievance to the Board of Trustees within five (5) working days of the preceding decision. The Board will review the previous decision concerning the grievance. A written response will be made by the Board of Trustees within ten (10) working days of the presentation of grievance. A decision of the Board of Trustees is final.

GONZALES CEMETERY DISTRICT
JOB DESCRIPTION
SUPERVISOR GROUNDS KEEPER

DEFINITION

Under general supervision by the Board of Trustees, supervisor assistant grounds keepers, keep time for payroll, make arrangements for the sale and delivery of burials services, maintain records, prepare grave sites for burials, performs routine and basic gardening and grounds keeping maintenance, improvement, and care of lawns, landscapes and paved areas; and does other related work as required.

EXAMPLES OF DUTIES

1. Be negligible of the Gonzales Cemetery Policies & Employee Handbooks, Maintain & enforce Cemetery Policies
2. Maintain all cemetery district grounds
3. Have a good working relationship with all Mortuaries
4. Be open and honest with your constituents
5. Schedule services with Families and Mortuaries
6. Help customers
7. Inform the Board of customer or employee problems
8. Oversee all operations
9. Time keeping
10. Keep an eye on overall appearance of cemetery, or progress of projects
11. Monitor any maintenance on the cemetery grounds, mowing, marker weed eating, watering etc
12. Safety Responsibilities: Have Safety Meetings (Cal OSHA requires quarterly) & Keep team current on HazMat issues.
13. Operates ground keeping equipment such as riding power mowers, power edger, power mowers, backhoe, aerators, renovators, chainsaws, wood chippers, power sprayers, augers and other related equipment
14. Assists in the installation, repair and modification of sprinklers systems; adjusts automatic sprinkler controls, control valves, and sprinklers; assists in the installation and repair of chain link fences
15. Transplants, cultivates, prunes, grafts, trims, sprays and fertilizes lawns, plants, shrubs and trees; prepares soil for sowing seeds, planting shrubs and trees
16. Maintains and performs minor repairs and adjustments to gardening and ground equipment
17. Set headstones according to Cemetery policy through licensed contractor
18. Waters turf areas, ornamental ground covers, shrubs and trees; mows, edges, trims, aerates, dethatches, fertilizes, sprays and reseeds turf areas
19. Rakes leaves, grass and clippings; picks up paper and debris; sweeps sidewalks, driveways, building entrances and other paved areas
20. May supervise a group of trustees or other work crews engaged in grounds maintenance work on a project basis.

QUALIFICATIONS

A combination of experience, education, and/or training which substantially demonstrates the following knowledge's and skills:

Knowledge's and Skills

Working knowledge of

1. Routine landscaping and grounds keeping techniques
2. Tools, materials and equipment used in landscaping and grounds keeping work
3. Safe work practices related to the maintenance, repair, operation and care of landscaped and paved areas.

Skill to

1. Use and operate hand and power tools commonly used in landscaping and grounds keeping work
2. Perform grounds keeping wok to include the transplanting, cultivation, pruning, trimming, and fertilization of lawns, plants, shrubs and trees
3. Perform general manual laboring work
4. Read and write English at a level necessary for successful job performance
5. Understand and carry out oral and written direction
6. Coordinate and review the work of others engaged in grounds keeping work on a project basis
7. Establish and maintain cooperative relationships with those contacted in the course of work.

EXAMPLES AND EXPERIENCE AND TRAINING

The knowledge's and skills listed above may be acquired through various types of training, education, or experience. A typical way to acquire the required knowledge's and skills is listed below.

Experience

Three years of experience in grounds keeping work which included the use of hand and power gardening and grounds keeping tools.

Special Qualifications

1. Possession of valid California class three driver's license at the time of appointment
2. Perform manual labor and follow proper lifting techniques
3. May require incumbents to lift weights of up to 50-75 pounds from ground level to the bed of a pickup truck (approximately 32 inches)
4. Climb, push, pull and stoop sufficiently to perform the duties of the position
5. Walk and stand for extended periods of time
6. Works well with the public

GONZALES CEMETERY DISTRICT
JOB DESCRIPTION
ASSISTANT GROUNDS KEEPER

DEFINITION

Under general supervision, performs routine and basic gardening and grounds keeping maintenance, improvement, and care of lawns, landscapes and paved areas; and does other related work as required.

DISTINGUISHING CHARACTERISTICS

Groundskeeper is the working level class responsible for performing the day to day grounds keeping activities. Grounds keepers work in a variety of locations and weather conditions and operate various types of gardening and grounds keeping equipment and tools.
This class is distinguished from the next higher class of Grounds Supervisor in that the latter supervises subordinate employees engaged in the maintenance of County grounds and landscaped areas.

EXAMPLES OF DUTIES

1. Operates ground keeping equipment such as riding power mowers, power edger, power mowers, backhoe, aerators, renovators, chainsaws, wood chippers, power sprayers, augers and other related equipment
2. Calibrates and mixes pesticides to control weeds and insects; sprays plants, shrubs and trees with pesticides
3. Assists in the installation, repair and modification of sprinklers systems; adjusts automatic sprinkler controls, control valves, and sprinklers; assists in the installation and repair of chain link fences
4. Transplants, cultivates, prunes, grafts, trims, sprays and fertilizes lawns, plants, shrubs and trees; prepares soil for sowing seeds, planting shrubs and trees
5. Maintains and performs minor repairs and adjustments to gardening and ground equipment
6. Set headstones according to Cemetery policy
7. Waters turf areas, ornamental ground covers, shrubs and trees; mows, edges, trims, aerates, dethatches, fertilizes, sprays and reseeds turf areas
8. Rakes leaves, grass and clippings; picks up paper and debris; sweeps sidewalks, driveways, building entrances and other paved areas
9. May supervise a group of trustees or other work crews engaged in grounds maintenance work on a project basis.

QUALIFICATIONS

A combination of experience, education, and/or training which substantially demonstrates the following knowledge's and skills:

Knowledge's and Skills

Working knowledge of

1. Routine landscaping and grounds keeping techniques
2. Tools, materials and equipment used in landscaping and grounds keeping work
3. Safe work practices related to the maintenance, repair, operation and care of landscaped and paved areas.

Skill to

1. Use and operate hand and power tools commonly used in landscaping and grounds keeping work
2. Perform grounds keeping wok to include the transplanting, cultivation, pruning, trimming, and fertilization of lawns, plants, shrubs and trees
3. Perform general manual laboring work
4. Read and write English at a level necessary for successful job performance
5. Understand and carry out oral and written direction
6. Coordinate and review the work of others engaged in grounds keeping work on a project basis
7. Establish and maintain cooperative relationships with those contacted in the course of work.

EXAMPLES AND EXPERIENCE AND TRAINING

The knowledge's and skills listed above may be acquired through various types of training, education, or experience. A typical way to acquire the required knowledge's and skills is listed below.

Experience

Three years of experience in grounds keeping work which included the use of hand and power gardening and grounds keeping tools.

Special Qualifications

1. Possession of valid California class three driver's license at the time of appointment
2. Perform manual labor and follow proper lifting techniques
3. May require incumbents to lift weights of up to 50-75 pounds from ground level to the bed of a pickup truck (approximately 32 inches)
4. Climb, push, pull and stoop sufficiently to perform the duties of the position
5. Walk and stand for extended periods of time
6. Works well with the public

GONZALES CEMETERY DISTRICT
JOB DESCRIPTION
Office Clerk

1. Answer telephones, respond to requests, deliver messages, and run errands during business hours.
2. Collect and count money, and complete banking transactions.
3. Communicate with customers, employees, and other individuals to disseminate or explain information.
4. Compile, copy, sort, and file records of office activities, business transactions, and other activities.
5. Obtain Board authorization prior to sending any written communications.
6. Enter date of burial on receipt to distinguish burials from prepaid services.
7. When plot is purchased, have caretaker walk person to plot.
8. Maintain Cemetery maps and records of burials
9. Arrange for sale of burial services
10. Maintain and keep all cemetery records current and accurate

POLICY AGAINST HARASSMENT

Harassment will not be tolerated

The Gonzales Cemetery District is committed to providing a work place free of sexual harassment (which includes harassment based on gender, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care leave status, or veteran status. Gonzales Cemetery District strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or coworkers.

What is harassment under State and Federal law?

Harassment includes verbal, physical and visual conduct that creates an intimidating, offensive or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when:

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

2. Submission to or rejection of the conduct is used as the basis for an employment decision; or

3. The harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures or cartoons regarding an employee's sex, race, color, national origin, religion, age, physical disability, mental disability, medical condition, ancestry, marital status, sexual orientation, family care leave status, or veteran status.

Sexually harassing conduct in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, conversation containing sexual comments, and unwelcome sexual advances.

Internal company complaint process

Any incident of harassment, including work-related harassment by any Gonzales Cemetery District personnel or any other person, should be reported promptly to the employee's manager, or to Board of Directors. Managers who receive complaints or who observe harassing conduct should inform Board of Directors immediately. *Gonzales Cemetery District emphasizes that an employee is not required to complain first to his or her manager if that manager is the individual who is harassing the employee, or the employee feels uncomfortable discussing the matter with the manager of the manager is not available.*

Every reported complaint of harassment will be investigated thoroughly, promptly, and in a confidential manner. In addition, Gonzales Cemetery District will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint to manager or secretary.

In the case of Gonzales Cemetery District employees, if harassment is established, Gonzales Cemetery District will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances.

Protection against retaliation

Sexual harassment and retaliation for opposing sexual harassment or participating in investigations of sexual harassment are illegal. In addition to notifying Gonzales Cemetery District about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission ("FEHC") or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases.

You can contact the nearest DFEH office by consulting your local telephone directory under State Government Offices or ask directory assistance for the number of the Department of Fair Employment and Housing headquartered in Sacramento or write to the Department of Fair Employment and Housing, 2014 T Street, Suite 210, Sacramento, CA 95814-6824.

The Equal Employment Opportunity Commission (EEOC) is the federal agency that resolves sexual harassment claims. To contact the commission, consult directory assistance for Washington, D.C., or write to Equal Employment Opportunity Commission, 1801 L Street, NW, Washington, D.C. 20507.

Harassers are personally liable

If you, as an employee, are found to have engaged in sexual harassment, or if you as a supervisor or manager know about the conduct and condone or ratify it, you may be personally liable for monetary damages. Gonzales Cemetery District will not pay damages assessed against you personally.

In addition, Gonzales Cemetery District will take appropriate disciplinary measures – termination is one possible action – against any employee who engages in sexual harassment.

District Harassment Complaint Form

Employee's Name _____Position_____

Name of Supervisor Groundskeeper _____

Employees state of complaint, if oral. If written, attach copy of Complaint Form (include facts, dates, policy or regulation involved, if any and the remedy desired).

_____
_____
_____
_____
_____

Employee's Signature_____

Date_____

Date Received by Supervisor Groundskeeper _____

Supervisor Groundskeeper's Decision

_____
_____
_____
_____
_____
_____

Date Given to Employee _____

_____

Supervisor Grounds Keeper's Signature

1. Certification

I hereby acknowledge that I have read and understand the District policy regarding Harassment

_____
Name (Please Print)

_____
Name Signature

Witness Date

Travel/Expense Reimbursement Request

Gonzales Cemetery District

Travel/Expense Reimbursement Request:

Name: _____Claim Date_____

Address:_____City_____Zip_____

Travel Expenses:

From: _____To:_____

Purpose: _____

Date(s): _____

Private Vehicle: _____miles @ ._____ per mile $_____

Commercial Transportation Mode_____ $_____

Bridge Tolls $_____+ Parking $_____ $_____

Lodging: Location_____ $_____

Meals:_____ $_____

Other Expenses (explain)_____ $_____

_____

Total Expenses $_____

I certify that the above is a true accounting of transportation and other expenses allowed by District policy.
I further understand that Receipts Must be Attached to receive payment

Signature_____

GONZALES CEMETERY DISTRICT
CHANGE OF OWNERSHIP
INTERMENT RIGHTS

KNOWN ALL BY THESE PRESENT:

That I/We _____ are/am the Original Owner(s) of Interment Rights to Section ____ Lot ____ Space(s) _____, in the Soledad Cemetery District, located in County of Monterey, State of California. I/We currently reside at

_____

_____. I/We do hereby release and forever render my/our name as holder of interment rights, title, interest, use, trust, claim and demand whatsoever both in law and equity which I/we may have had as owner(s) in this burial site and agree to change the name of the Ownership to:

_____ _____ _____

Print or Type Name Relationship Phone Number

_____

Address City State Zip

ORIGINAL OWNER PLEASE SIGN BELOW BEFORE A NOTARY

_____ _____

Print or Type Name Address City State Zip

_____ _____

Signature Phone Number

_____ _____

Print or Type Name Address City State Zip

_____ _____

Signature Phone Number

NOTARY PUBLIC

State of _____ County of _____
On _____(date) before me, _____(Name/Title of Officer) personally appeared _____(Name(s) of Signer) who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

Signature (Notary Public

BURIAL RIGHTS SUCCESSOR AFFIDAVIT

Acknowledgement and Assignment Designation

Date: _____

Purchaser: _____ _____ _____
Last Name First Name Middle Name

Address: _____ _____ _____ _____
Street City State Zip

Designee: _____ _____ _____
Last Name First Name Middle Name

Address: _____ _____ _____ _____
Street City State Zip

Location: _____ _____ _____
Section Block Lot

Acknowledgement

By signing below, I understand that as purchaser by signing the above section, I may designate this Interment Right to be used by a Designee for their burial. This Designee must be an either an eligible or ineligible resident of the Cemetery District from which I am purchasing the Interment Right. All fees and charges must be paid prior to any burial being allowed.

By signing below, I acknowledge that I have been informed and understand current District policy that when a burial contract is completed at a grave location and the owner of the lot has deceased, no additional burials may take place in that location; unless, the 2nd burial is for a spouse or registered domestic partner and all fees are paid .

By signing below, I acknowledge that I have been informed and understand my rights as a purchaser of the Burial Rights and have received a copy of the District Rules and Regulations and that the Health and Safety Code §9069.20 and Probate Code §6400 to 6413 state the rights of succession.

I understand I have the right to inter in the above-referenced location in the following manner.
ONE GRAVE MAY CONTAIN:

a) One single casket burial
b) Four cremated remains

_____
Purchaser Signature for Acknowledgement

Assignment Designation

By signing below, I hereby assign and designate these interment rights, subject to the restrictions below, to the following in the order named:

1. _____ _____ _____
Last Name First Name Middle initial

_____ _____
Identification Number Identification Type

2. _____ _____ _____
Last Name First Name Middle Initial

_____ _____
Identification Number Identification Type

3. _____ _____ _____
Last Name First Name Middle Initial

_____ _____
Identification Number Identification Type

4. _____ _____ _____
Last Name First Name Middle Initial

_____ _____
Identification Number Identification Type

5. _____ _____ _____
Last Name First Name Middle Initial

_____ _____
Identification Number Identification Type

I further acknowledge and understand that this assignment for the Interment Rights purchased above does not assign new ownership unless I am no longer competent to control my own affairs. These Interment Rights will pass in the order that I have selected to the names above and this order will stay in effect until I have changed and filed a new designation with the Gonzales Cemetery District.

_____
Purchaser Signature for Assignment Designation

NOTARY PUBLIC

State of _____ County of _____
On _____(date) before me, _____(Name/Title of Officer)
personally appeared _____(Name(s) of Signer) who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____Signature
(Notary Public

GONZALES CEMETERY COMPLAINT FORM

Date of Visit:_____

What happened to cause you to be dissatisfied?

_____

_____

_____

_____

_____

_____

_____

_____

_____

How can we make this right?

_____

_____

_____

_____

_____

_____

Name: _____

Address: _____

City, State & Zip: _____

Phone or cell: _____

Email: _____