

# PARADISE RECREATION AND PARK DISTRICT

## PERSONNEL RULES



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NOTE:

These Rules are to be administered by the District Manager as authorized by the Board of Directors.

Forms, charts, and other documents mentioned in these Rules can be found in the Personnel File.

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***END***

## Rule 1 – Title, Purpose, Exemptions, and Administration

### 1.01 Title and Purpose

These Rules shall be known as the "Paradise Recreation and Park District Personnel Rules". The Rules are adopted in order to provide a consistent, equitable, and efficient program of personnel administration for district employees and job applicants. These Rules are not intended to be an employment contract.

These Rules contain a general outline of the Paradise Recreation and Park District's policies and procedures and its contents do not give rise to any enforceable contractual rights relating to continuing employment or receipt of benefits between the Paradise Recreation and Park District and its employees. Employment at the Paradise Recreation and Park District does not mean you are guaranteed a job for a specific period of time or until you retire. Likewise, you do not commit yourself to Paradise Recreation and Park District for any specific length of time. You and Paradise Recreation and Park District reserve the right to discontinue your employment with the District at any time, for any reason, and without notice or cause. This flexibility lets you adapt to changing personal circumstances or other employment opportunities, and it allows the District to effectively administer its human resource policies.

The purpose of these Rules is to provide a consistent, equitable and efficient program of personnel administration by:

1. Setting guidelines for maintaining permanent personnel records.
2. Assuring equal employment opportunity.
3. Establishing classification of employees, salary plan, and benefits.
4. Promoting communication and knowledge of District personnel procedures.

5. Developing procedures for recruitment, appointment, training, evaluation, promotion and termination.
6. Protecting employees from discrimination, unlawful termination, and harassment.
7. Helping develop and administer a better employer-employee relationship
8. Fostering good employer-employee relations and promoting safety in the workplace.

### **1.02 Exemptions**

These Rules apply to all employees, except:

1. Employees covered by a memorandum of understanding shall be exempt from any of these Rules that are inconsistent with the terms of such memorandum.
2. Employees covered by an individual contract of employment for a specific term shall be exempt from any of these Rules that are inconsistent with the terms of such contract.

### **1.03 Administration**

The Board of Directors shall be responsible for establishing such policies and procedures as are necessary for administration of these Rules. The Board of Directors shall appoint the District Manager to be responsible for the administration and maintenance of the Personnel Rules, the Centralized Personnel File System, the Classification Plan, and the Salary Plan.

### **1.04 Staff Manuals**

With the approval of District Manager, Paradise Recreation and Park District's supervisors may establish staff manuals as long as they are not inconsistent with these Rules, or other policies.

**1.05 Amendment of Rules**

These Rules contain the employment policies and practices in effect at the time of publication.

Paradise Recreation and Park District reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in these personnel rules or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be approved by the Paradise Recreation and Park District Board of Directors.

Any written changes to these Rules will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of these Rules.

Nothing in these Rules or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

**1.06 Severability**

If any rule, section, or phrase of these Rules is declared unconstitutional or void for any reason, such decision shall not affect the validity of the remaining portion of these Rules.

**1.07 Construction**

These Rules shall be liberally explained so as to carry out their purposes and to avoid unfairness.

**1.08 Effective Date**

These Rules shall take effect on the date of their adoption by the Board of Directors. All previously issued rules and any inconsistent policy statements, manuals, or other materials are

superseded.

## Rule 2 - Definitions

### 2.01 Administrative Employee

A salaried employee whose primary duty consists of performance of office or non-manual work directly related to management policies which include the exercising of discretion and independent judgment.

### 2.02 Administrative Leave

A leave of absence, paid or non-paid, as approved by these Rules or by the Board of Directors.

### 2.03 Allowance

A payment to an employee that is intended to cover incidental job-related expenses outside the scope of regular salary.

### 2.04 Anniversary Date

The date of appointment to a particular classified position.

### 2.05 Applicant

A person who has filed a timely and complete application for employment, but who is not yet appointed.

### 2.06 Appointing Authority

The Board of Directors, District Manager or any other supervisory or managerial employee who has the power and authority to make appointments.

### 2.07 Appointment

The filling of a position by means of an appointing authority's offer of employment and

acceptance of that offer by an applicant.

**2.08 At-Will Employment**

Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the District.

**2.09 Board**

The elected Board of Directors of the Paradise Recreation and Park District.

**2.10 Board-Appointed Employee**

An employee appointed directly by the Board of Directors.

**2.11 Class**

All positions which are sufficiently similar in duties, authority, responsibility and working conditions to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion, and salary.

**2.12 Class Title**

The assigned title to a class used to distinguish it from other classes in the written description.

**2.13 Classification Plan**

A written plan defining each classification by title and description.

**2.14 Classified Service**

All positions of employment included in the classification and salary plans.

**2.15 Compensated Service**

Employee service actually paid but not including period of unpaid leave.

**2.16 Compensatory Time**

Paid leave granted in lieu of paid overtime.

**2.17 Confidential Employee**

An employee who on a regular basis, in the course of their duties, has access to information relating to the administration of the employer-employee relations policies.

**2.18 Continuous Service**

Employment for a period of time unbroken by separation, dismissal or termination.

**2.19 Service**

All positions of employment authorized by the Board of Directors or by state law.

**2.20 Court Standby Duty**

Time when an employee is required by court subpoena to be available.

**2.21 Date of Hire**

The date when an employee commences work and begins earning compensation as shown in payroll records.

**2.22 Date of Mailing**

The date of postmark.

**2.23 Day**

Calendar day unless otherwise specified.

**2.24 Demotion**

Appointment to a position with a salary lower than the employee's previous salary.

**2.25 Disciplinary Action**

Means a dismissal, demotion, deduction in compensation, suspension without pay, or any other action taken by an appointing authority against an employee for good or reasonable cause.

**2.26 Dismissal**

Termination of employment for cause.



**2.27 Examination**

Any competitive procedure or test used to make a differentiation between applicants for employment.

**2.28 Executive Employee**

A salaried employee whose primary duty is management who customarily and regularly directs the work of at least two or more employees and having the authority to hire or terminate employees.

**2.29 Extra-Help Appointment**

An appointment by an appointing authority, with or without an eligible list, to a position for not more than one thousand six hundred (1,600) hours per year.

**2.30 Family**

Spouse, child, mother, father, brother, sister, and grandparents, including forms of those relationships recognized by law such as "in-laws", "step", "foster", and "half".

**2.31 Flex Time**

A work schedule authorized by the District Manager using certain mandatory times, but allowing for work hours other than the normal work schedule.

**2.32 FLSA-Exempt Employee**

Employees in positions that are executive, administrative, or professional as defined and interpreted under the Fair Labor Standards Act 120 USC 213(a)(1) and 29 CFR 541. This shall include the job classification of: District Manager and Assistant District Manager.

**2.33 Full-Time Employee**

An employee regularly assigned work on a full-time forty (40) hour work week basis.

**2.34 Good (or Reasonable) Cause**

The condition or conditions existing which may justify the dismissal, demotion, or suspension without pay of an employee.

**2.35 Grievance**

A written objection to a supervisory or managerial act or omission that allegedly affects adversely or unfairly an employee's wages, hours, or other conditions of employment.

**2.36 Holiday**

Holidays declared by the Board.

**2.37 Layoff**

Separation due to an employee's position being vacated or eliminated or due to reaching maximum number of hours.

**2.38 Leave**

Authorized absence from a position for a definite period of time, with a right to reinstatement on the same terms as prevailed when the absence commenced.

**2.39 Management Employee**

An employee having responsibility for advising, formulating, administering or managing the implementation of policies or programs.

**2.40 May**

Permissive and not mandatory.

**2.41 Merit Advancement**

A salary increase within the limits of the pay range established for a class based on satisfactory performance.

**2.42 Nepotism**

The appointment in a department of a member of any employee's immediate family to a full-time, temporary, or part-time position.

**2.43 Non-Classified Personnel**

Personnel, whose position is not included in the classification and salary plans, and whose salary and terms of employment, are set by the Board of Directors or other authorized personnel.

**2.44 Objection**

A written statement of specific reasons for disputing a personnel action that has had an allegedly unfair and adverse impact on the employment interests of the person objecting.

**2.45 Officer**

A person elected or appointed to an office designated by state law.

**2.46 On Call**

The time an off duty employee is required to remain available to respond to work.

**2.47 Orientation Appointment**

An appointment by an appointing authority to a position for a trial period.

**2.48 Out-of-Class**

The assignment of work within a class with a higher salary and the performance of the majority of duties in the higher class for a specific time.

**2.49 Part-Time Employee**

An employee assigned to work less than one thousand six hundred (1,600) hours per year in a continuous, temporary, extra help, or probationary status.

**2.50 Regular Appointment**

Appointment by an appointing authority of an employee having successfully completed an

orientation appointment period to a full-time position. Regular appointments are full-time positions and may be terminated at will.

**2.51 Position**

A collection of duties and responsibilities which require the full or part-time services and employment of one person.

**2.52 Professional Employee**

A salaried employee, whose primary duty requires knowledge of an advanced type in a field of science or learning, customarily acquired by a prolonged course of specialized instruction and study, and includes consistent exercise of discretion and judgment.

**2.53 Promotion**

Appointment of an employee to a position with a salary higher than the employee's previous salary.

**2.54 Reasonable Cause**

Specific actions by an employee that management believes are cause for discipline.

**2.55 Reclassification**

The relocation, by the Board of Directors, of a position to a different salary range in the classification plan.

**2.56 Salary Plan**

A list of salaries assigned to the class annually by the Board of Directors.

**2.57 Salary Range**

The assigned range to a salary rate as defined in the salary plan.

**2.58 Salary Step**

The steps in a salary range as shown in the salary plan.

**2.59 Separation**

Termination of employment.

**2.60 Shall**

Mandatory and not permissive.

**2.61 Standby Duty**

Assigned time when the employee must be available for recall to work.

**2.62 Strict Standby**

Standby duty which limits the employee's ability to perform personal affairs while waiting to be called to return to work.

**2.63 Supervisory Employee**

An employee, using independent judgment, having the authority to hire, transfer, suspend, layoff, promote, terminate, assign, evaluate or discipline other employees or the responsibility to assign work to and direct them or to adjust their grievances or effectively recommend such action.

**2.64 Suspension**

The involuntary placement of an employee in a non-compensated status as a result of disciplinary action.

**2.65 Temporary Appointment**

An appointment by an appointing authority to a position on a temporary basis not to exceed one year, unless extended by the Board of Directors or District Manager.

**2.66 Termination**

The voluntary or involuntary discontinuance of employment.

**2.67 Transfer**

The movement of an employee from one position to another having an equal salary range.

**2.68 Voluntary Demotion**

An employee request to be assigned to a position class having a lesser responsibility and salary.

**2.69 Volunteer**

A person who is not an employee of the District and who donates hours of service to the District for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered.

**2.70 Work Day**

Eight hours per day unless different hours are approved by the Board of Directors or District Manager.

**2.71 Work Week**

Forty hours per week commencing Saturday and ending Friday, including holidays.

**2.72 Y-Rated**

A salary designation given to a reclassified position when the incumbent employee's current pay rate exceeds the top pay step of the new pay range for the reclassified position. The "Y" designation means that the incumbent shall receive no further wage increases until such time as the top step of the new pay range exceeds the current rate of pay of the incumbent.

## Rule 3 – Employee Records

**3.01 Personnel Records**

The District Manager shall maintain personnel records on each employee in individual

confidential files. The file shall contain records covering employment status, job performance, medical condition, discipline, and grievances, and any other relevant information. Following the date of the employee's termination, the records shall be preserved for the allotted time specified in the Retention of Forms Policy approved by the Board in March 2006.

### **3.02 Inspection and Review**

Employees have a right to inspect and copy certain documents in their personnel files, as provided by law, in the presence of a District representative, at a mutually convenient time. Employees may obtain a copy of any document in their personnel files that they have signed. Employees also may add their comments to any disputed item in their file.

The District will restrict disclosure of employees' personnel files. Any request for information contained in personnel files must be directed to the District Manager. Only the District Manager is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited, however the District will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

The District is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the District Manager in the event of a name or address change.

### **3.03 Disclosure to Third Parties**

Personnel records are to be used only in the normal course of authorized business. They may not be disclosed to the public without the express written consent of the concerned employee, except that the following disclosures shall be permitted:

1. Name, position clarification, and gross salary.

2. Written employment contracts or job description.
3. Dates employed.
4. Disclosures in emergency situations made reasonably and in good faith to protect the health and safety of any person.
5. Disclosures for law enforcement purposes, including investigations.
6. Disclosures under specific provisions of state and federal law.

#### **3.04 Payroll and Retirement Records**

The following records shall be maintained for each employee: payroll records, including time cards, social security numbers, accrued vacation and sick leave benefits; and records necessary for retirement system purposes.

#### **3.05 Volunteer Service Records**

An appointing authority, who authorizes a volunteer to perform services, shall maintain records of the volunteer's name, address, phone number, social security number, hours worked, dates of service, and the specific services performed. Individuals, who perform a volunteer service for more than one time, must complete a Volunteer Personnel Action Form. The District will keep time records for volunteer service for District purposes.

#### **3.06 Confidentiality**

Each employee is responsible for safeguarding confidential information obtained in connection with his or her employment. In the course of your work, you may have access to confidential information regarding the Paradise Recreation and Park District, its suppliers, its customers, or perhaps, even fellow employees. It is your responsibility to in no way reveal or divulge any such information unless it is necessary for you to do so in the performance of your duties, and in accordance with these Personnel Rules. Access to confidential information should



be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Paradise Recreation and Park District.

## Rule 4 – Equal Employment Opportunity / Reasonable Accommodation

### 4.01 Equal Employment Opportunity

The District is an equal opportunity employer and makes employment decisions on the basis of merit. The District wants to have the best available person in every job. The District prohibits unlawful discrimination based on race, color, sex, gender identity, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics or information, sexual orientation, veteran status, or any other characteristic made unlawful by applicable federal, state, or local laws. We also prohibit unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

### 4.02 Reasonable Accommodation:

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, we will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Anyone who believes they require a reasonable accommodation to perform the essential functions of the job should contact the District Manager and/or their supervisor to request such

an accommodation.

## Rule 5- Employee Classification

All employees of the District, whether exempt or non-exempt and whether full-time, part-time, or temporary, are employed at-will. There are different classifications of employees at the District, as follows:

### 5.01 Exempt Employees

Exempt employees are those who fall within one of the exemptions from overtime pay specified by law and are paid on a salary basis. Exempt employees are required to be on duty at the employer's premises or at a prescribed work place to complete supervisory and administrative duties and to assist the public and staff as shown in the Essential Duties of their job descriptions. Exempt employees are not entitled to premium pay for overtime hours worked. Exempt employees are paid full salary for any week in which they perform work, without regard to hours or number of days worked. Exempt employees are expected to work such hours per week as necessary to satisfactorily perform the duties of their jobs, and to be generally available during business the regular hours of their departments within the District. Exempt employees are required to notify the District in writing of time off taken for any purpose, with prior approval, including but not limited to, vacation, sick leave, administrative leave, bereavement leave, medical leave, or leave taken for any other purpose. Exempt employees customarily and regularly exercise discretion and independent judgment and are expected to work the requisite hours, without regard to overtime, in order to fulfill all the expectations and functions of their positions.

**5.02 Non-Exempt Employee:**

Non-exempt employees are those who do not fall within one of the exemptions from overtime pay specified by law. Non-exempt employees are entitled to be paid for each hour worked including premium pay for all overtime hours worked in accordance with federal law as described in Rule 7 of these Personnel Rules.

**5.03 Introductory Employee:**

A full-time or part-time employee who is hired for an on-going (rather than temporary) assignment and who is in the first six (6) months of his/her employment.

The first six (6) months of continuous employment at the District is considered an introductory period. During the introductory period employees will learn their responsibilities, get acquainted with fellow employees, and determine whether they are content with their jobs. Completion of the introductory period does not entitle the employee to remain employed by the District for any definite period of time, but rather allows both the employee and the District to evaluate whether or not the employee is right for the position. Notwithstanding the foregoing, the introductory period does not change an employee's at-will status.

Any significant absence will automatically extend an introductory period by the length of the absence. If the District determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended.

**5.04 Regular Full-Time Employee:**

An employee who has completed the introductory period and regularly works at least forty (40) hours per week on a continuing basis. Regular full-time employees are eligible for District sponsored benefits and paid leave in certain circumstances as set forth in these Personnel

Rules.

**5.05 Regular Part-Time Employee:**

An employee who has completed the introductory period and works fewer than one thousand six hundred (1,600) hours per year. Regular part-time employees are not eligible for District sponsored benefits or paid leave, but are eligible for state-mandated benefits and unpaid leave. Any part-time employee may not work over nine hundred and ninety nine (999) hours per year without written approval from the District Manager.

**5.06 Part-Time Benefitted Employee:**

A Part-time Benefitted position, if established in the annual budget, will be scheduled to work a minimum of 32 hours per week and not exceed 1,800 hours per fiscal year. The position is part-time employment and will be paid hourly straight time. Hours scheduled per day will vary depending on need. The position will include certain District sponsored benefits or paid leaves as presented in the job description.

**5.07 Temporary Employee:**

An employee who works full-time or part-time for a pre-defined period of time as established in the job offer. The employee may work on an intermittent schedule dependent upon the staffing needs of the unit. Normally, a temporary assignment will not last beyond six months, but may be extended as needed. Extension of a temporary assignment does not affect a temporary employee's status or classification. Temporary employees are not eligible for District sponsored benefits or paid leave.

**5.08 Contractors:**

Independent contractors are individuals/businesses retained to provide services to the District on a contract basis. Since they are not employees, they are not eligible for any district

sponsored benefits or paid leave.

**5.09 Seasonal Employees:**

Seasonal employees are full-time or part-time employees who are employed for seasonal work. They are notified at the time of hire that the employment is seasonal and temporary. Seasonal employees are not eligible for District sponsored benefits or paid leave.

**NOTE:** An employee may change job status or category only upon written notification by the District Manager. There is no automatic conversion from one job status or category to another.

**5.10 Job Descriptions:**

All positions in any classification will have a written job description or written contract establishing guidelines of the position, such as, essential duties, desired knowledge and abilities, qualifications, and other information pertinent to the position.

## Rule 6 - Salary

**6.01 Salary Plan:**

Subsequent to submission of a recommendation by the District Manager and/or the Board Personnel Standing Committee, the District Board of Directors shall annually adopt a salary schedule which shall establish the rates of compensation for all positions. Nothing in this compensation schedule is intended to create any contractual rights or obligations nor does it otherwise alter in any manner the at-will nature of employment with the District. The salary plan shall be divided into two categories, (1) Full-time, and (2) Part-time, Seasonal and Temporary compensation.

**6.02 Full-Time Employees Compensation Schedule:**

Full-time employees shall be employed on a five-step salary range pay schedule,

consisting of five annual adjustments.

*New Hires:* Full-time employees shall be hired at step one of the salary range for their job position, unless the hiring supervisor submits a written request to the District Manager that sets forth justification for hiring an employee at a higher step. No full-time position can be hired at a salary range above step one unless approved by the District Manager.

*Annual Salary Adjustments:* Annual salary adjustments for full-time employees shall be determined by the employee's annual performance evaluation. An employee who receives an evaluation of "satisfactory or above" shall be entitled to the next step in his or her salary range until step five has been attained. A full-time employee receiving an evaluation of "less than satisfactory" shall not be entitled to the next step increase unless and until that employee attains an evaluation of "satisfactory or above." No pay increase will be allowed until the next "satisfactory or above" annual evaluation.

**6.03 Part-Time, Seasonal and Temporary Employees Compensation Schedule:**

Compensation for part-time, seasonal, and temporary employees shall be determined by the Part-Time, Seasonal, and Temporary Pay Schedule. Employees shall be hired at step one of the pay range for their job position, unless the hiring supervisor submits a written request to the District Manager for approval that sets forth justification for hiring an employee at a higher step. No part-time, seasonal or temporary position can be hired at a salary range above step one unless approved by the District Manager.

*Salary Adjustments:* Salary adjustments for part-time, seasonal, and temporary employees shall be determined by the employee's performance evaluation. A part-time, seasonal or temporary employee will only be considered for one salary adjustment per year, unless their employment responsibilities change. A part-time, seasonal, or temporary employee who receives

an evaluation of “satisfactory or above” shall be eligible to the next step in his or her salary range until step five has been attained. A part-time, seasonal, or temporary employee receiving an evaluation of “less than satisfactory” shall not be eligible to the next step increase unless and until that employee attains an evaluation of “satisfactory or above.” No pay increase will be allowed until the employee attains an evaluation of “satisfactory or above.”

**6.04 Longevity Salary Step:**

A full-time employee who has successfully completed his or her fifth step in their salary range will be eligible for an additional salary step after the completion of their tenth, fifteenth, and twentieth year of District employment.

**6.05 Salary Step on Promotion:**

When promoted to a position in a higher salary range, the employee shall be appointed at step one or to such advanced step representing at least a one to five percent increase over present salary (excluding longevity), whichever is greater. The anniversary date shall become the effective date of the promotional appointment.

**6.06 Salary Step on Demotion:**

Upon demotion to a position in a lower salary range, the salary step and anniversary date of the employee shall not change.

**6.07 Salary on Transfer:**

When an employee is transferred either voluntarily or not, nor within the department or not, and there is no change in salary range, the employee’s salary step and anniversary date shall not change.

**6.08 Salary on Temporary Assignment Out of Class**

When an employee is assigned to work more than twenty (20) hours in a position

classification allocated to a salary range higher than the employee's present range, then the employee shall be paid at step one of the higher salary range or at such advanced step that represents at least a one to five percent increase over the present salary, whichever is greater.

**6.09 Salary on Position Reclassification:**

The salary of an employee whose position is reclassified shall be determined as follows:

1. If reclassified and allocated to a salary range equal to the previous range, the employee's anniversary date shall not change and the employee shall remain at the same step.
2. If reclassified and allocated to a salary range lower than the previous range, the employee's salary and anniversary date shall not change, but the position shall be Y-rated.
3. If reclassified and allocated to a salary range higher than the previous range, the employee shall remain at the same step which the employee had prior to the reclassification. The anniversary date shall not change.

All reclassifications must have prior written approval by the District Manager.

**6.10 Pay Period:**

Employees shall be paid bi-weekly, on the Friday following the designated pay period. The work day begins at 12:01 a.m. and ends twenty-four (24) hours later. The two week pay period starts at 12:01 a.m. on Saturday and continues for fourteen (14) days, and ends at 12:00 a.m. (midnight) on Friday. When a pay day falls on a holiday, employees shall be paid on the closest preceding work day.

**6.11 Overpayment Payback:**

In the event of an overpayment to an employee, the overpayment amount shall be



reimbursed to the District. If, in the judgment of the District Manager, the total amount is sufficient to cause a hardship to the employee, a repayment schedule may be determined, not to exceed twelve (12) months. In the event of termination, the total remaining balance owed will be immediately due and payable.

## Rule 7 - Overtime

### 7.01 Non-Exempt Employees – Overtime

As necessary, non-exempt employees may be required to work overtime. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. The District provides compensation for all overtime hours worked by non-exempt employees in accordance with the Fair Labor Standards Act as follows:

- All hours worked in excess of forty (40) hours in one workweek will be treated as overtime and shall be paid at a rate of one and one-half times the employee's regular rate of pay.

Hours worked means time actually spent on the job. It does not include hours away from work due to vacation, sickness, holidays, or leaves of absence even when those days are compensated. Weekend work does not automatically qualify for compensation at an overtime rate of pay. Hours worked on Saturdays and Sundays qualify for overtime pay only if they qualify as overtime hours under the standards noted above.

Employees must accurately report all actual time worked, including overtime, on time cards. Overtime must be approved in writing in advance by the employee's immediate supervisor unless the overtime is considered an immediate necessity.

In lieu of overtime pay, regular full-time employees, who qualify for such under

California law, may opt for compensatory time off (CTO) in lieu of compensation for hours worked in excess of forty (40) hours a week in accordance with the Fair Labor Standards Act. CTO will be granted at time and one-half for all hours worked in excess of forty (40) hours per week. CTO may be limited, preserved, used or cashed out consistent with the provisions of this policy and applicable laws and regulations. No employee may accrue more than forty-five (45) hours of CTO (the 45-hour limit represents not more than thirty (30) hours of actual overtime worked). Any employee who accrues the maximum 45 hours of CTO shall thereafter be paid overtime at a rate of one and one-half hours for each hour worked in excess of 40 hours in each subsequent workweek until such time as the employee has used or been cashed out of some of his or her accrued CTO and is eligible to accrue additional CTO.

All CTO must be scheduled at a time which does not unduly disrupt the operations of the District and approved by the District Manager or immediate Supervisor. In the case of special circumstances, with the express written consent of the District Manager, accrued CTO as of December 31 of any year may be carried forward into the immediately following year and used then so long as it is used by January 31 of the new year.

The District reserves the right to cash out any accrued CTO at any time (i.e., pay the employee the cash equivalent of the accrued CTO), at its sole discretion.

### **7.02 Exempt Employees – Overtime**

Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work.

## Rule 8 – Work Schedules

### **8.01 Work Week For Non-Exempt Employees**

The term “Work Week” is defined as any seven (7) day period established by the District in which non-exempt employees shall not work in excess of forty (40) hours without supervisor approval.

### **8.02 Hours Worked**

The term “Hours Worked” is defined as all the time the employee is required to be on the employer's premises, on duty, or at a prescribed work place. The District's current workweek is Saturday through Friday.

### **8.03 Hours of Work For Non-Exempt Employees**

The work week is generally considered to be five (5) 8-hour days or forty (40) hours. Certain job classifications may require a revised hours of work schedule due to the nature of delivering a comprehensive recreation and park service to the community. Employees will be scheduled to work in such a manner to maintain business office hours of 8:00 a.m. to 5:00 p.m. daily except Saturday and Sunday, and designated holidays. The business office will remain open on holidays at the discretion of the District Manager.

### **8.04 Call-back**

Non-exempt employees who have completed their work day and have left their worksite and are directed to return to duty following the employee's normal work day (“call back”), shall receive call-back pay for actual work performed or a minimum of two (2) hours at the overtime rate of each of the following conditions are met:

- a. The order to return to work occurs the same day the employee completed a regularly

scheduled work shift; and

- b. The order to return to work is necessitated by unanticipated work requirements; and
- c. The employee complies with the order to return to work.

#### **8.05 Stand-By Duty for Non-Exempt Employees**

A non-exempt employee on stand-by duty shall be required to remain at a defined location and shall be fully ready for immediate recall to duty. Employer must have direct communication access to the employee at all times. If an employee, that has been scheduled for stand-by duty, does not comply to all stand-by duty rules will not be considered on stand-by duty and will not be compensated for any time. An employee on stand-by duty will be compensated at his or her rate of pay, provided that if he or she is on stand-by less than two hours, he or she shall be paid a minimum of two (2) hours while on stand-by duty. Time spent on stand-by duty shall be counted toward overtime.

#### **8.06 Flex Time**

The District may require a non-exempt employee to work a flexible scheduled work day.

#### **8.07 Four-Day Work Week**

To the extent permitted by law, the District may have non-exempt employees work four (4) ten-hour days in a work week.

#### **8.08 Timekeeping**

For payroll purposes all employees are required to complete a time sheet to record their hours. Employees must record their own time at the start and at the end of each work period, including before and after the meal break. They also must record their time whenever they leave the site for any reason other than District business.

Any error on your time sheet should be reported immediately to your manager or

supervisor. A manager or supervisor must initial any changes on the time sheet. The employee's required signature on the time sheet verifies the accuracy of the reported time, including that all meal breaks and rest breaks have been taken as required. All paid leaves taken must also be accurately entered on the time sheet.

Making entries on another employee's time sheet, allowing another employee to make your time sheet entries, or altering a daily time sheet is not permissible and will be cause for disciplinary action, up to and including termination.

Non-exempt employees will be scheduled a work schedule by their immediate supervisor.

Exempt employees will establish their own work schedule to satisfy their essential duties as shown in their job description and as detailed in these rules. Exempt employees are required to sign and turn in a time sheet, bi-weekly, to record any absence from work, any paid time off taken, and to verify work completed.

## Rule 9 – Application Procedure

### 9.01 Announcement

It is the policy of the District to promote from within if possible. Accordingly, if it is determined that one or more current employees are qualified for a vacant position, they will be notified of the opening and allowed to apply for it before any posting of the opening to the public at large. If the District Manager determines that a current employee applying for such position, to be qualified for the position, he or she shall be appointed to it. All other full-time employment opportunities shall be announced at least ten (10) working days prior to the final filing date posted at the District office and on the District webpage and published in a district-wide newspaper.

The full-time job announcements shall include, but not be limited to:

1. Application procedures and final filing date.
2. Minimum qualifications.
3. Job title, compensation, and summary of position description.
4. Employment conditioned on (1) fingerprinting/background screening and (2) passing a medical examination.

All part-time and temporary employment opportunities will be conducted under the direction of the District Manager.

### **9.02 Filing of Application**

To merit consideration, an application must be complete in all respects and be received by the agency prior to the final filing date and time.

### **9.03 Applicants' General Qualifications**

1. Be United States citizens if required by state or federal law, immigrants admitted for permanent residence, or other aliens who are permitted to work as determined by the U.S. Department of Justice, Immigration and Naturalization Service; and
2. Possess all the minimum qualifications established for the position; and
3. Be mentally and physically able to perform the essential duties of the position.

### **9.04 Disqualification of Applicants**

The District Manager or supervising administrator may not choose to examine an applicant, disqualify an applicant after examination, remove an applicant from an eligible list, or may not certify an applicant as eligible when any, but not limited to, the following causes or disqualifications:

1. The application is incomplete, contains false information, or is not timely filed.

2. The applicant fails to meet the minimum qualifications of the position.
3. The applicant has defrauded the examination process, or has obtained information to which examinees are not entitled.
4. The applicant has used, or attempted to use, political pressure or bribery to secure an advantage in the examination or appointment.
5. The applicant has been discharged from any previous employment for cause indicating unfitness for performance of the position applied for.
6. The applicant has been convicted of any crime indicating unfitness for performance of the position applied for according to District rules or local, state or federal law.

#### **9.05 Reference Investigation**

The District may conduct such investigation of the applicant's training, education, employment experience, and mental and physical fitness as may be necessary to verify and clarify statements contained in the application process.

No applicant shall be disqualified because of any criminal arrest or detention which did not result in a conviction; and no appointing authority shall ask for such information except as to an arrest for which the applicant is out on bail, or on his or her own recognizance, pending trial.

#### **9.06 Screening and Background Check**

Paradise Recreation and Park District shall not hire for employment or accept volunteer service from any person the hiring of whom is prohibited by law, including, without limitation, Section 5164 of the Public Resources Code and California Penal Code Sections 220, 261.5, 262, 273a, 273d, or 273.5, and 290.

The District will screen all prospective employees or District volunteers for his/her criminal background.

The screening process shall include the following procedures:

1. All prospective employees or volunteers shall complete a Background Questionnaire under penalty of perjury stating if they have been convicted of any criminal activity involving child molestation.
2. All District prospective employees or District volunteers shall be fingerprinted for a complete background check through the state Department of Justice.
3. A driving record background check will be done on all District prospective employees whose position requires them to operate a motor vehicle, the individual may not be eligible for the position if they have five or more points as assigned by the Department of Motor Vehicles.

**9.07 Notice of Disqualification**

Applicants disqualified by the District Manager or Administrative Supervisor shall be mailed notice of disqualification to the last known address.

**9.08 Objection to Disqualification**

Any objection by an applicant to disqualification shall be submitted in writing to the District Manager. A meeting may be scheduled with the applicant to discuss the objection. The burden of proof shall be on the applicant, and denial of an objection is not appealable.

If the objection is accepted, the District Manager shall have the discretion to reconsider the application, provided such action shall not affect any person hired, or the results of any examination conducted, during the period of the applicant's disqualification.



## Rule 10 – Pre-Employment Examination for Full-Time Positions

### 10.01 Policy

All pre-employment aptitude examinations shall be designed to measure the capacity of the applicant to perform the essential duties of the position, and shall be conducted in a fair and reasonable manner.

### 10.02 Admission to Examination

Each eligible applicant shall receive notification at least three (3) days prior to his or her examination. The agency reserves the right to limit admission to examination. Applicants not admitted to examination shall be mailed a notice to that effect.

### 10.03 Examination Schedule

Examinations shall be scheduled by the District Manager or Administrative Supervisor in accordance with district needs.

Applicants unable to appear or complete any part of an examination shall be disqualified unless the District Manager or Administrative Supervisor exercises discretion to make special arrangements that do not materially prejudice the other applicants.

### 10.04 Methods of Examining

The appropriate methods of examining shall be at the discretion of the District Manager or Administrative Supervisor.

### 10.05 Promotional and Open Examinations

In a promotional examination, only eligible district employees may participate, and if necessary, with paid time off and benefits. When in the best interest of the district, vacant

positions may be filled through promotion, at the discretion of the District Manager.

Open examinations may consist of both outside applicants and district employees participating on an equal basis. For open examinations during working hours, district employees shall be granted time off with pay and benefits.

**10.06 Notice of Results**

Each applicant shall be notified by mail to the last known address of the result of his or her examination and of any invalidation of any part of the examination.

**10.07 Review of Examination**

Within five (5) days from the mailing of the notice of results, any applicant may request a meeting with the District Manager in order to review the applicant's examination performance. Test questions, scoring keys, and other examination data are exempt from public record disclosure requirements.

**10.08 Objection to Examination**

An applicant may submit to the District Manager an objection to the conduct or results of an examination. The burden of proof shall be on the applicant.

If the objection is accepted, the District Manager shall have the discretion to revise the applicant's results or to invalidate any part of the examination or any eligible list based on the examination, provided that such action shall not affect any person hired from the list prior to its invalidation.

## Rule 11 – Medical Examination

**11.01 Medical and Physical Standards**

The efficient and economical administration of the District service requires that each

employee meet the minimum medical and physical standards for satisfactory performance of his or her position.

**11.02 Requirement For New Appointments**

All new and promotional full-time and designated part-time appointments shall be conditioned on the appointee's passing a fitness-for-employment medical examination and completing a medical history form. All new part-time or temporary employees must complete a medical history form. Medical examinations will be scheduled after all other background checks have been completed.

**11.03 Requirement For An Existing Employee**

Existing employees may be required to take and pass a medical fitness test based on their job related duties for continued employment. If the examination is not passed, the employee may be required to perform temporarily assigned duties for which he or she is fit, provided that the duties are related to the employees' regular position classification. If temporary assignment is not feasible, the employee may be required to leave employment on a permanent basis or until being medically fit to return.

**11.04 Medical Administration**

Medical examinations, if required, shall be administered by a physician selected by the District Manager and paid by the District. The District Manager shall make the final determination of fitness for employment after considering the medical recommendation in light of the work requirements of the particular position in question.

The medical history and records of the examination shall be confidential. Such information shall not be released except upon employee authorization, subpoena, or other grounds provided by law. The medical history shall be deemed part of the employment application.

## Rule 12 – Eligible Lists

### 12.01 Use of List

All appointments, to full-time and designated part-time positions, shall be made on the basis of an eligible list established for each position that needs to be filled. An eligible list shall consist of all applicants who qualify for the position, ranked from highest to lowest as evaluated in the application process. District Manager will approve all appointments to the eligible list. Only those applicants who qualify will be placed on the eligible list.

### 12.02 Duration

Any eligible list shall remain effective for at least six months, and not exceeding one year. A list may be declared ineffective at any time after a higher salary range has been allocated to the position, or the classification has been changed in any manner, or there is no available applicant on the list.

### 12.03 Removal of Names

An applicant's name may be removed by the District Manager for any of the following reasons:

1. An applicant falsified the application.
2. Upon reliable evidence that the applicant cannot be located, or that the applicant is no longer interested in being considered for appointment.

## Rule 13 - Appointments

### 13.01 At-Will Employment Appointments

Paradise Recreation and Park District personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without notice at any

time by the employee or the District. Nothing in these Rules shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the District has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the District Manager of the Paradise Recreation and Park District has the authority to make any such agreement, which is binding only if it is in writing.

The District Manager of the Paradise Recreation and Park District shall be selected by the Board of Directors and hired under a written Memorandum of Understanding.

Selection of all other personnel is to be made by or under the direction of the District Manager in compliance with these Personnel Rules.

### **13.02 Appointments from Eligible List**

All appointments to full-time and designated part-time positions shall be made from an eligible list in the following manner:

1. Non-promotional appointments shall be made from the eligible list of applicants based on an open examination.
2. Promotional appointments shall be made only from an eligible list based on promotional examinations.
3. Prior to selecting one of the eligible applicants, the District Manager or administrative authority may conduct additional interviews or background checks to assist in the selection decision.
4. Applicants for appointment will be required to complete and provide the following documents:
  - a. Personnel Action Form

- b. District Application
- c. W-4
- d. I-9 (US Dept of Justice)
- e. Medical Information Form
- f. Background Questionnaire
- g. Request for Live Scan
- h. Acknowledgement Receipt for:
  - i. Harassment Pamphlet
  - ii. Family Leave Pamphlet
  - iii. Workers' Compensation Pamphlet
  - iv. Disability Insurance Pamphlet
  - v. Unemployment Pamphlet
- i. Personnel Rules Manual Receipt
- j. Authorization for Release of Driving Record
- k. Reference Release Affidavit
- l. Copies of Social Security card, Driver's License, and other valid identification (optional)

### **13.03 Employment of Relatives**

The District discourages the employment of relatives. There may be certain situations where a relative may be eligible for employment. Relatives are defined to include spouses, children, siblings, parents, in-laws, and step relatives. Cases involving the employment of relatives will be dealt with on a case-by-case basis to avoid conflict of interest.

**13.04 Termination of Appointment**

Appointments shall be terminable as follows:

1. All appointments are terminable as provided under these Rules.
2. All appointments are at-will and may be terminated with or without cause with or without notice at any time by the employee or the District.
3. When an appointment is terminated the District shall have no obligation to rehire that employee except as provided in these Rules.
4. Resignation by an employee, who desires to leave the District service in good standing, shall be submitted in writing to the appointing authority at least two weeks in advance of the proposed effective date of resignation.
5. All employees will be given the opportunity to complete an "Employee Exit Interview" at the termination of their employment.

**13.05 Returning District Equipment**

At the time of termination and prior to final payroll payment, all records, computer codes, assets, and other items of District property in the employee's custody shall be transferred to the District Manager. Certification to this effect should be executed by the employee. Any amount due because of shortages in the above shall be collected through other appropriate actions.

## Rule 14 – Layoffs

**14.01 Layoffs**

The Board of Directors may authorize a reduction in the number of employees within the District as part of any administrative reorganization for more efficient operations, or as part of a program to reduce expenditures due to inadequate revenue.

**14.02 Reduction of Work Force**

Under some circumstances, the District may need to restructure or reduce its work force. In determining which employees will be subject to layoff, the District will take into account, among other things, operational requirements, the skill, productivity, ability and past performance of those involved and also, where feasible, the employee's length of service.

**14.03 Notice**

If possible the District will notify employees fifteen (15) days prior to the effective day of layoff as ordered by the Board of Directors or District Manager, each employee to be laid off shall receive a written notice of layoff showing the effective date of layoff.

**14.04 Reinstatement**

An employee who is laid off shall have the right to be reinstated to his or her former position within one (1) year of the date of layoff should the appointing authority seek to fill the position during that year.

Reinstatement shall be on the same terms and conditions as prevailed at the date of layoff, including appointment status and seniority, except that adjustment shall be made for any accrued benefits that have been paid off during the period of layoff. The payoff of any accrued benefits during the period of layoff shall be considered final and in full satisfaction of any claims covered by the payoff.

## Rule 15 – Performance Evaluation

**15.01 Evaluation**

Each appointing authority shall be responsible for effectively evaluating the performance and conduct of the department's employees. The frequency shall be at least once a year for full-



time and part-time employees. Introductory employees will receive an evaluation at the end of their introductory period. An effective evaluation provides written documentation, in a regular and timely manner, on the quality of performance and employee developmental needs. Performance evaluations are intended to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. An employee's performance is evaluated based upon the employee's ability to perform his or her job duties in accordance with the job description for the specific position for which the employee is employed. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

#### **15.02 Performance Standards**

Performance standards shall be established by each appointing authority according to the general needs of the department, and to the particular features of each position description. Employees shall be made aware of the prevailing standards.

The standards shall include, but are not limited to:

1. Required attendance at work, and authorized exceptions;
2. Proper use of agency property;
3. Safety rules;
4. Standards for personal attire and grooming;
5. Standards of job performance.

#### **15.03 Evaluation Levels**

An evaluation shall distinguish between three levels of performance and as to overall performance as follows:

1. Exceeds Job Requirements – Performance consistently above the standard.
2. Meets Job Requirements - Performance fulfills the standard.
3. Improvement Needed - Performance consistently or occasionally below the standard.

The calendar period covered by the evaluation shall be stated clearly. When an employee's performance is evaluated as other than "Meets Job Requirements" the appointing authority (or his or her designee) shall have a written comment of the reasons for finding a level of performance other than "Meets Job Requirements." Evaluations of "Improvement Needed" shall have written explanation suggesting corrective actions to be taken by the employee.

At the employee's request, the appointing authority shall discuss the evaluation with the employee.

Prior to placing the evaluation in the employee's personnel file, the appointing authority or his or her designee shall have the employee sign an acknowledgment of receipt of the evaluation. If an employee refuses to sign the acknowledgement, a witnessed note shall be attached to the evaluation stating that the employee received a copy of the evaluation but decided not to sign the acknowledgement. The employee may also submit written comments on the evaluation for placement in the personnel file.

#### **15.04 Disputed Evaluation**

When an employee disputes an evaluation, the employee may, within ten (10) days, request a review of the evaluation by the District Manager.

#### **15.05 Employee References**

All requests for references must be directed to the District Manager. No other superintendent, supervisor, or employee, is authorized to release references for current or former employees, unless authorized to do so by the District Manager.

The District may disclose the dates of employment, and the title of positions held, essential duties of the position as shown in the job description, and salary range of the position as shown on the salary plan.

## Rule 16 – Disciplinary Action

### 16.01 Notice of Intended Disciplinary Action

All employees shall not be dismissed, demoted, or suspended without pay for a disciplinary action unless the appointing authority serves the employee with a "notice of intended disciplinary action" at least five (5) days before the action is taken, unless it is determined that it is an emergency situation, such as, if such employee continues to work they may endanger the safety of themselves or others. Then such employee will be dismissed immediately.

Prior to service of the notice, the appointing authority shall notify the District Manager of the intended action. The notice shall be served personally while the employee is on duty. If the employee is absent, the notice shall be served by certified mail/return receipt. Service shall be deemed completed ten days after the date of mailing.

The notice shall include:

1. The intended disciplinary action and the date it will be taken;
2. Specific reasons for the action, and a concise factual description of the conduct warranting discipline.
3. Identification of the documents and other evidence on which the action is based, with copies attached.
4. Advisement of the right to a pre-discipline hearing and the right to file a written response.
5. Advisement of the right to representation at the pre-discipline hearing by someone of the

employee's own choosing (e.g., steward, friend, attorney, etc.).

### **16.02 Pre-discipline Hearing**

Within five (5) days from the date of service of the notice of intended disciplinary action, an employee may request a pre-discipline hearing and/or may file a written response to the notice.

The appointing authority shall schedule a hearing within five (5) days, unless mutually waived by both parties. The hearing shall be closed. The appointing authority shall conduct the hearing. The employee may be assisted by a representative, and may call witnesses. All participants on duty shall be allowed time off with pay to attend.

Within five (5) days from the conclusion of the hearing, the appointing authority shall serve the employee with a written notice of disciplinary action imposed, if any, and the grounds and evidence on which it is based. If discipline is imposed, the employee shall be notified of the right to appeal pursuant to these rules. An appeal shall not stay imposition of the discipline.

### **16.03 Paid Suspension Leave**

An appointing authority may suspend, with pay, an employee pending initiation and/or imposition of the disciplinary action and/or conclusion of any appeal. Suspension, with pay, shall be deemed paid suspension leave with no punitive consequence, and therefore, it shall not be subject to appeal.

### **16.04 Causes for Disciplinary Action**

An employee may be disciplined for any good cause including, but not limited to, the following:

1. Absence without leave, or abuse of authorized leave.
2. Incompetence, neglect of duty, or inefficiency.
3. Insubordination or violation of any lawful or reasonable order given by a supervisor.

4. Working under the influence or in the possession of alcohol or illegal drugs.
5. Intentional, material misrepresentation or concealment of any fact in connection with obtaining employment.
6. Misappropriation of District funds or property.
7. Dishonesty or theft.
8. Conviction of any criminal act involving moral turpitude.
9. Any violation of these Rules.

**16.05 Counseling Memo/Notice of Employee Reprimand**

When informal discussion on corrective action or counseling memo are ineffective in altering the unsatisfactory conduct or performance of any employee, the appointing authority shall deliver a formal written reprimand to the employee. The reprimand shall describe the problem, make reference to relevant Rule(s), policies and laws, demand correction of the problem, and indicate that more serious disciplinary action shall be imposed if the problem persists.

When informal discussion on corrective action is ineffective and a written reprimand is too harsh for disciplinary action, a written counseling memo may be used. The counseling memo should address the subject, detail the incident, and state the desired performance.

A copy of the counseling memo or reprimand shall be filed in the personnel record of the employee, and the employee may file a written response.

## Rule 17 – Grievance Procedure

**17.01 Grievance Matters**

A grievance may be submitted by an employee of the Paradise Recreation and Park District

over the interpretation or application of the District employment rules and regulations, administrative rules, policies and practices including written reprimands or other written actions admonishing the employee which are filed by a District Manager.

Excluded from this procedure are issues dealing with formal actions of the District Board of Directors regarding the District budget or the merits of District operational or organization plans, and any actions mandated upon the District as a result of Federal, State or County Law or a District-wide election process.

### **17.02 Grievance Rights**

An employee may appeal a matter concerning alleged acts of discrimination, or a discharge or other disciplinary actions which result in the employee's loss of pay, grade or seniority.

### **17.03 Time Limits**

The time limits set forth in this process refer to calendar days and may be extended only by written mutual agreement. Failure by the employee to submit the grievance within the prescribed time limits shall terminate the procedure and the grievance shall be considered resolved.

An employee may be represented by a person of their choice only in the formal steps of this grievance procedure.

### **17.04 Good Faith Clarification Process**

The District supports and encourages an open participation between the employee and Their immediate supervisor or the District Manager to clarify issues through an interactive process.

#### **Oral Interview:**

Employee shall contact their immediate supervisor as soon as possible to schedule a

meeting to directly discuss the issue(s) that the employee seeks clarification about. The supervisor shall schedule a meeting with the employee within five (5) days of this notice, or at the earliest convenience. The supervisor and employee should seek a clear understanding of this issue.

Written Response:

If the employee still seeks clarification about the issue, the employee shall put their concern in writing and present it to their immediate supervisor within five (5) days of the oral interview. The immediate supervisor will respond to this written presentation within five (5) days of its receipt in writing. A copy of the employee and supervisor written responses will be given to the District Manager and a copy placed in a subject file.

District Manager:

Within five (5) days of receipt of the supervisor's written response, if the employee still seeks clarification about the issue, the employee may request, in writing, a meeting with the District Manager concerning this issue. The District Manager, immediate supervisor, and the employee will meet to discuss this issue. The District Manager will submit a written response to the employee within five (5) days of this meeting. The immediate supervisor will also receive a copy of this letter and a copy will be placed in a subject file. The District Manager will review all written clarification issues and determine if changes need to be made to help improve employer/employee communications and if the topic needs to be communicated to other staff for clarification.

Grievance:

If the employee is not satisfied with the District Manager's response, the employee may continue into the formal step of the grievance process, if applicable.

**17.05 Formal Step**

If the clarification process does not solve the issue the employee may file a grievance within ten (10) days of the clarification written response, by formally submitting the grievance in writing to the District Manager. The written grievance must clearly state the problem, the proposed solution and a statement that the matter has been presented at the clarification process level and that the matter remains unresolved.

Within fifteen (15) days of receipt of a formal grievance the District Manager and possibly District legal counsel or another individual as deemed necessary by the District Manager shall meet with the employee, and the employee's representative if the employee chooses, to discuss the matter. The District Manager shall submit a written response to the employee within fifteen (15) days of the formal grievance meeting. A copy of the response shall be placed in the employee's personnel file.

**17.06 Final Step**

If an act of discrimination or disciplinary action is appealed, or if a formal grievance remains unresolved, the employee may, within ten (10) days of receipt of the formal written grievance response, occurrence of an act of discrimination or effective date of the disciplinary action, submit the matter in writing to the District Board of Directors Chairperson.

When a matter is submitted to the Board Chairperson, a closed hearing on the appeal will be held within thirty (30) days at a time and place acceptable to the Board of Directors. The employee and the District Manager will be notified in writing of the time and place of the hearing.

Either party may call witnesses and present facts. Employee witness, if on duty, may be released without loss of pay to testify. However, no employee may be allowed call-back pay,



stand-by pay, overtime or expenses for serving as a witness.

The Board of Directors' hearing procedures shall be confidential and conducted in Closed Session compliant with the Ralph M. Brown Act, under Government Code Section 54957. The Board of Directors may require the appealing employee to testify and be cross examined. The decision of the Board shall be based solely on the facts presented by the respective parties in the presence of each other.

In the case of matters dealing with alleged discrimination, discharge or disciplinary actions the Board of Directors shall have the power to order reinstatement with or without back pay to mitigate the penalty as equity suggest under the facts.

The decision of the Board of Directors shall be filed within thirty (30) days of the close of the hearing and shall be final and binding subject only to judicial review.

A statute of limitations exists on disciplinary appeals in which said appeal shall be filed no later than the 90th day following the date on which the disciplinary decision becomes final.

A copy of the decision shall be forwarded to the employee, District Manager, District Board of Directors, and one copy placed in the employee's personnel file.

The cost of any related hearing room or recording cost shall be shared equally by the District and the grieving employee. All other cost shall be paid by the party incurring such cost.

## Rule 18 – Health and Safety

### 18.01 Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. All employees are required to report all work-related injuries or illnesses immediately to

their supervisor.

**18.02 Injury and Illness Prevention Program**

The District will provide an Injury and Illness Prevention Program to help employees maintain a healthy and safe environment to work in. This Program will provide communication procedures, identification, and evaluation of workplace hazards, procedures for correction of unsafe conditions, accident investigations, employee training, and record keeping.

The Board of Directors shall periodically amend the Injury and Illness Prevention Program as needed. The District Manager will be responsible for implementing this Program.

**18.03 Smoking**

Employees are not allowed to smoke in Paradise Recreation and Park District facilities, vehicles, or while working and not on break. Employees may smoke during their meal and rest period in designated areas only. Town of Paradise smoking ordinance applies.

## Rule 19 – Unpaid Leave

**19.01 General Leave**

A general leave of absence may be granted by the Board of Directors to employees only on authorized terms and conditions and for a period not to exceed one year. Employee must submit a written request for General Leave to the PRPD Board of Directors a minimum of sixty (60) days prior to requested leave date. Employee must have been employed by the District in a full time position for a minimum of two (2) years prior to the request. PRPD Board of Directors are not obligated to grant a general leave but will review each request and make a determination based on District needs. If the leave is granted, the employee may not request another leave for three years from the ending date of that leave. Such leave shall be without compensation or

accrual of benefits or seniority. Accrued vacation paid time off (PTO) must be used prior to the effective date of the general leave. Sick PTO shall not be used for general leave. During any periods of general leave time, employees electing to continue participating in health benefits shall be required to self-pay the necessary premiums in accordance with the terms of the plan. Employee will need to abide by all rules established by the District's Deferred Compensation Plan and CalPERS Retirement Plan and be required to self-pay the necessary premiums during this leave. Reinstatement is not guaranteed but a statement concerning the District's position on reinstatement will accompany any approved general leave.

**19.02 Family and Medical Leave Policy**

The District provides Family and Medical Leave in accordance with state (California Family Rights Act or CFRA) and federal (Family and Medical Leave Act or FMLA) leave laws.

Reasons for Family and Medical Leave: Employees may take Family and Medical Leave for any of the following reasons: (1) the birth of the employee's child and to care for such child; (2) the placement of a child with the employee for adoption or foster care and to care for the newly-placed child; (3) to care for a spouse, registered domestic partner, child, child of a registered domestic partner, or parent ("covered relation") with a serious health condition; or (4) because of the employee's own serious health condition that renders him/her unable to perform an essential function of his/her position. Leave because of reasons "1" or "2" must be completed within the 12-month period beginning on the date of birth, adoption, or placement. In addition, spouses employed by the District who request leave because of reasons "1" or "2" only may take a combined total of 12 weeks leave during any 12-month period.

Additional Military Related Leave under the Federal FMLA: Employees may request up to 26 weeks of unpaid leave in a single 12 month period, considered "Military Caregiver Leave."

The 12 month period begins on the first day of leave. Leave to care for an injured or ill service member, when combined with other Family and Medical qualifying leave, may not exceed 26 workweeks in a single 12-month period.

This leave entitlement provides an eligible employee time to care for a family member who is a wounded U.S. military personnel (including spouse, son, daughter, parent, or nearest blood relative) who suffered an injury or illness while on active-duty, provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating. An employee is entitled to 26 workweeks of leave for each injured or ill service member. An eligible employee may take more than one period of 26 workweeks of leave if the leave is to care for different service members.

An employee requesting a Military Caregiver Leave will be required to complete a Certification for Serious Injury or Illness Military form. The completed form must include certification from a U.S. Department of Defense health care provider. This military leave entitlement extends to FMLA job-protected leave beyond the normal 12 weeks of FMLA leave.

Also, eligible employees may request up to 12 work weeks of FMLA leave, called "Qualifying Exigency Leave" arising out of a spouse, parent, or child's active duty or call to active duty in support of a contingency operation as a member of the reserve components of the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve, Coast Guard Reserve, or a retired member of the Regular Armed Forces or Reserve. An eligible employee may take FMLA leave for any of the following "qualifying exigencies:" (a) short-notice deployment (fewer than seven (7) days' notice), (b) military events and related activities, (c) childcare and school activities, (d) financial and legal arrangements, (e) counseling, (f) rest and recuperation, (g) post-

deployment activities and (h) other additional activities to address events that arise out of the covered military member's active duty or call to active duty.

The District may require a copy of the covered service member's active duty orders or other documentation verifying the covered service member is on active duty and has been called to active duty to support a contingency operation.

Eligibility: To be eligible for Family and Medical Leave, the employee must have at least 12 months of service with the District and must have worked at least 1,250 hours during the 12-month preceding the date the leave is to begin. Additionally, the employee must work at a worksite where the District employs at least 50 part- or full-time employees within 75 miles of the worksite.

Duration: Employees may take up to a maximum of 12 workweeks of Family and Medical Leave within a 12-month period. (Military Caregiver Leave is allowed up to 26 weeks). Family and Medical Leave is calculated based on the "rolling" 12 month period which is measured backward from the date the employee uses any Family and Medical Leave. Each time an employee requests Family and Medical Leave the number of weeks available will be based on the balance of the 12 workweeks that have not been used during the immediately preceding 12 months.

Intermittent Leave: Leave may be taken intermittently (in blocks of time due to a single health condition or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee's family member, and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition and if that need can be best accommodated through an intermittent or reduced leave schedule. The minimum duration that can be used for such leaves is one hour.

While an employee is on an intermittent or reduced leave schedule, the District may temporarily transfer him/her to an available alternative position that accommodates the recurring leave and has equivalent pay and benefits. The District may reduce the salary of an exempt employee on an unpaid leave based on the amount of time actually worked if there is a medical need to accommodate a reduced leave schedule.

Any leave taken for the birth, adoption, or foster placement of a child must be taken within one year of the birth or placement of the child with the employee. Leave for this purpose may be taken in minimum increments of two weeks. However, the District will grant a request for a leave of less than two (2) weeks' duration for this reason on any two (2) occasions.

Paid and unpaid leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12 workweek entitlement in a 12-month period.

*Procedure:* Employees requesting leave must contact their manager as soon as they become aware of the need for Family and Medical leave. A written request for FMLA, CFRA, and Pregnancy Disability Leave (PDL) must be completed by the employee on a FMLA Request form. The District will give the employee a written flyer on – Employee Rights and Responsibilities under the FMLA. Once the leave is determined as covered by FMLA, the employee will be notified of whether the leave of absence is approved within five business days.

If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious condition of the employee or family member, the employee must provide at least 30 days' advance notice before the leave is to begin. If 30 days' notice is not possible, notice must be given as soon as practicable. Additionally, if the employee is planning a medical treatment, he/she must advise his/her manager first regarding the dates of such

treatment.

The District will require that the employee provide certification as explained below within 15 calendar days, after the employee is notified that his/her leave may qualify as Family and Medical leave, if practicable. If 30 days' notice is provided by the employee, then the employee should provide the medical certification before the leave begins.

If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider stating:

1. the date of commencement of the serious health condition;
2. the probable duration of the condition;
3. that the employee is unable to work at all or is unable to perform any one of the essential functions of his/her position because of the employee's serious health condition.

A serious health condition involves more than three (3) consecutive, full calendar days of incapacity with a first visit to the health care provider within seven days of the first day of incapacity. Medical treatment on two (2) or more occasions must be within 30 days of the first day of incapacity unless extenuating circumstances exist. Additional treatment needed is determined by the health care provider. The full definition of a "serious health condition" is noted at the end of this policy.

If an employee fails to provide medical certification in a timely manner, the District may delay the start of the FMLA leave. If the medical certification is incomplete or insufficient, the District will specify in writing the information that is lacking and give the employee seven (7) calendar days to provide the additional information.

The District will require an Employee Medical Certification form by the employee's

health care provider that the employee is fit to return to his/her job.

If the leave is needed to care for the serious health condition of a family member, the employee must provide certification from the health care provider stating:

1. the date of commencement of the serious health condition;
2. the probable duration of the condition;
3. an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and
4. confirmation that the serious health condition warrants the participation of the employee.

Medical Opinion: If the Family and Medical Leave request is for the employee's own serious health condition, the District may require, at its expense, a second opinion from a health care provider designated by the District. The health care provider designated by the District will not be one who is employed on a regular basis by the District. If the second opinion differs from the first opinion, the District may require, at its expense, that the employee obtain a third opinion by a health care provider approved jointly by the District and the employee. The third opinion shall be considered final and binding on the District and the employee.

Recertification may be required if the employee requests an extension beyond the original certification. Recertification can also be requested every six (6) months at the discretion of management.

California based employees who are disabled due to pregnancy will be eligible for up to 88 work days while considered disabled due to pregnancy, which are additional benefits under the Pregnancy Disability Leave Law. In California, time off from work because of the employee's disability due to pregnancy, childbirth, or related medical condition is also counted



as times used for FMLA leave, where applicable. (See the Pregnancy Disability Leave policy for more information.)

*Compensation is not paid:* Family and Medical Leave is unpaid although the employee may be eligible for short- or long-term disability payments and/or workers' compensation benefits under those insurance plans. Those plans are described elsewhere in this Personnel Rules Manual. Eligible employees may use accrued paid time, including administrative time, personal days, vacation and sick time, for unpaid Family and Medical Leave. During periods that employees are not receiving any wage-replacement benefits through programs such as workers' compensation or disability insurance, the District may require the employee to use accrued paid time, including administrative time, personal days, vacation and sick time.

The substitution of paid leave for unpaid leave does not extend the maximum 12-week leave period. Further, in no case may the substitution of paid leave for unpaid leave result in the employee receiving more than 100% of his/her salary. If the employee is not eligible to substitute paid leave, he/she may still be eligible for unpaid Family and Medical Leave.

Employees on leave will not continue to accrue vacation or sick leave.

*Reporting While on Leave:* Employees who take leave because of their own serious condition or to care for a covered family relation, must contact the District as directed regarding the status of the condition and their intention to return to work. In addition, employees must give reasonable notice if the dates of leave change or are extended or initially were unknown.

*Medical and Other Benefits:* For the first 12 weeks of an approved Family and Medical Leave, the District will maintain the employee's health benefits as if he/she continued to be actively employed. If the employee takes a leave for disability caused by pregnancy, childbirth, or a related medical condition and follows that leave with "bonding" leave (covered by CFRA)

to care for the newborn child, the leave may exceed 12 weeks, but the District will only pay for medical benefits for the first 12 weeks the employee is on leave. If paid leave is substituted for unpaid Family and Medical Leave, the District will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the leave is unpaid, the employee must pay his/her portion of the premium as directed by the District. The employee's health care coverage will cease if the employee's premium payment is more than 30 days late. If the employee's payment is more than 30 days late, the District will send the employee a letter to this effect. If the District does not receive the employee's co-payment within 15 days of that letter, the coverage may cease. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, he/she may be required to reimburse the District for the cost of the health care benefit premiums paid by the District for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond his/her control.

Reinstatement: Upon return from a Family and Medical Leave with an acceptable fitness for duty evaluation, an employee will be reinstated to his/her original position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee's use of family and Medical Leave will not result in the loss of any employment benefits that the employee earned or was entitled to before the leave.

Employees (or their designee if they are not able) are expected to provide regular reports

of their status and intent to return to work while on FMLA leave. Employees are expected to return to work on the date agreed to on the Family/Medical Leave Request form.

Reinstatement may be denied to certain salaried “key” employees. Such employees will be notified of this possibility at the time the leave is requested.

An employee on FMLA leave may not accept employment with any other employer without the District’s written permission. If an employee takes another job while on FMLA leave or any other authorized leave of absence, it may be considered a voluntary resignation of employment.

If an employee fails to report to work promptly at the end of the leave, the District will assume that the employee has resigned.

*Extended Leave for Serious Health Condition:* Leave taken because of the employee’s own serious health condition may be extended upon: (1) written request to the District; (2) proof that the serious health condition has continued; and (3) approval by the District. If the employee does not return to work on the originally scheduled return date or requests in advance an extension of the agreed upon leave with appropriate documentation, the employee may be deemed to have voluntarily resigned employment with the District. If the employee requests an extension of the leave beyond the 12-week entitlement, he/she may be required to submit additional documentation explaining or justifying the need for additional leave. Reinstatement is not guaranteed on an extended leave and will depend on District needs. Additionally, the employee will not be eligible for continued health care benefits during the leave. The employee may, however, be eligible to continue health care coverage through COBRA.

**Further definition of a “serious health condition”** means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

a. A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves.

- 1) Treatment (two or more times by a health care provider, by a nurse, or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider), or
- 2) Treatment by a health care provider on at least one occasion which results in the regimen of continuing treatment under the supervision of the health care provider.

3. Pregnancy

Only under FMLA, any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatment

A chronic condition which:

- a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and

- c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent / Long Term Conditions Requiring Supervision.

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

**19.03 Pregnancy Disability Leave (PDL)**

The District provides unpaid pregnancy disability leave (PDL) to any employee who is temporarily unable to work due to a disability related to pregnancy, childbirth or related medical conditions.

Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Where transfers are

made based on the employee's health needs, the employee will receive the pay that accompanies the alternative position.

Procedures for Requesting Leave: Employees should make requests for PDL to a manager at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for PDL and stating:

1. The date on which the employee became disabled due to pregnancy, childbirth, or related medical condition, or the date on which the need for a transfer became medically advisable;
2. The probable duration of the period or periods of disability or the need for transfer; and
3. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons, or that the transfer is medically advisable.

Recertification may be required if the employee requests an extension beyond the original certification.

Any changes in this information contained in the health care provider's statement should be promptly reported to a manager.

Length of Leave: Full-time employees are normally granted unpaid leave for the period of the disability, up to a maximum of four months (88 working days). Part-time employees are granted unpaid leave on a pro-rata basis.

PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis. In other words, leave may be taken intermittently or on a reduced work schedule when determined medically advisable by the employee's health care provider. The smallest increment of time that can be used for such leave is one hour. The District may transfer the employee to an alternative position or alter the existing job to accommodate intermittent leave or a reduced work schedule. The employee will receive the same pay and benefits in the alternative position.

Compensation During Leave: PDL is unpaid by the District. However, an employee may use accrued sick, vacation/administrative leave during PDL. During periods the employee is not receiving any wage replacement benefits through programs such as state disability insurance, the District may require the employee to use accrued sick leave. Substituted paid leave time will be counted toward the four-month entitlement.

Leave Concurrent with Family and Medical Leave: If the employee is eligible for leave under the federal Family and Medical Leave Act, the PDL will also be designated as time off under the FMLA. Please see the Family and Medical Leave policy for time off and benefits coverage during these leave periods.

Benefits During Unpaid Leave: Employees on PDL will accrue further vacation or sick leave and will not be paid for holidays during any portion of the leave that is unpaid. The District will continue to pay its portion of medical premium payments until the end of the first month of PDL unless the employee is also covered by the FMLA. After medical coverage ceases, the employee may self-pay full medical premiums under the provisions of COBRA.

Return to Work: So that an employee's return to work can be properly scheduled, an employee on PDL is requested to provide her supervisor with at least two weeks' advance notice

of the date she intends to return to work.

When PDL ends, an employee will be reinstated to her original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on PDL would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee would not be entitled to reinstatement. An employee's use of PDL will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

Employees returning from PDL must submit a health care provider's verification of their fitness to return to work.

If the PDL expires and the employee fails to return to work or request an extension of the leave without contacting her manager, the District will assume that she does not plan to return and that she has ended her employment.

#### **19.04 Activities Leave**

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her manager as soon as possible before leaving work.

Employees are encouraged to participate in the school activities of their child(ren). The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to twelve may take time off for a school activity;
- The time off for school activity participation cannot exceed eight hours on any calendar



month, or a total of 40 hours each school year;

- Employees planning to take time off for school visitations must provide as much advance notice as possible to their manager;
- If both parents are employed by the District, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her manager;
- Employees must use accrued vacation time in order to receive compensation for this time off;
- Employees who do not have vacation time available may take the time off without pay; and
- Employees must provide their manager with documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.

#### **19.05 Military**

The District does not have a paid military leave policy; however it is the District's policy to approve requests for time off without pay to meet military obligations, reserve or otherwise. Employees who wish to serve in the military and take military leave are asked to coordinate leave with the needs of the District whenever possible with as much advance notice as possible. Please contact the District Manager for information about rights before and after such leave. You are entitled to reinstatement upon completion of military service provided you return or apply for reinstatement within the time allowed by law.

#### **19.06 California Family Military Leave**

Employees who work an average of 20 or more hours per week may be eligible for an

unpaid leave of absence for up to 10 days to spend with their spouse or registered domestic partner who is a “qualified member” of the U.S. armed Forces, National Guard or Reserves. A “qualified member” is a member of the U.S. Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or a member of the National Guard or Reserves who has been deployed during a period of military conflict.

The employee must provide the District with a written request for the leave within two business days of receiving official notice that the qualified member will be on leave from deployment. The employee must also provide documentation certifying that the qualified member will be on leave from deployment during the time that the employee requests the leave. Available vacation may be used during this leave.

Please see Section 19.02 for further information on the District’s Family Military Leave Policy.

#### **19.07 Volunteer Fire Fighters Leave**

No employee shall receive discipline for taking time off to perform emergency duty as a volunteer fire fighter. Employees participating as a volunteer fire fighter should alert their supervisor so that he or she may be aware of the fact that the employee may have to take time off for emergency duty. In the event that the employee needs to take time off for emergency duty, the supervisor should be contacted before doing so, when possible.

#### **19.08 Rehabilitation Leave**

The District will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include time off without pay or an adjusted work schedule, provided the accommodation does not

impose an undue hardship on the District. You may also use accumulated sick leave for this purpose. You should notify your supervisor if you need such accommodation. The District will take reasonable steps to safeguard your privacy with respect to the fact that you are enrolled in an alcohol or drug rehabilitation program.

**19.09 Domestic Violence Leave**

Employees who are victims of domestic violence are eligible for unpaid leave. Employees may request leave if involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure the health, safety, or welfare for themselves or their child.

Employees should provide notice and certification of the need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The District will, to the extent allowed by law, maintain the confidentiality of employees requesting leave under this provision.

The length of unpaid leave employees may take is limited to 12 weeks as provided for in the federal Family and Medical Leave Act of 1993.

### **19.10 Victim of Crime Leave**

An employee who is a victim or who is the family member of a victim of a violent felony or serious felony may take time off from work under the following circumstances:

- The crime must be a violent or serious felony, as defined by law; and
- The employee must be the victim of a crime or must be an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.

An immediate family member is defined as: a spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

The absence from work must be in order to attend judicial proceedings related to a crime listed above.

Before an employee is absent for such a reason, he/she must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office.

If advance notice is not possible, the employee must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless the employee chooses to take paid time off, such as vacation or sick leave.

### **19.11 Meal Period**

Non-exempt employees will be scheduled an unpaid meal period for at least 30 minutes but not more than 60 minutes. The non-exempt employee shall not work more than five (5) hours without a meal period. Non-exempt employees must record the lunch period taken on their time

sheet. Employees are relieved from all duty during their meal period and may leave the District's premises. Employees are to adhere to District policies and to use discretion in their activities during their meal period.

## Rule 20 – Paid Time Off (PTO)

### ***20.01-A Sick Paid Time Off (Full-Time and Part-Time Benefited)***

Sick Paid Time Off (PTO) for full-time and part-time benefited employees who are in their introduction period or regular period of employment. Sick PTO shall in all instances be granted subject to the following terms:

1. Full-Time employee shall accrue sick PTO at the rate of one (1) working day per month cumulative to maximum of 120 days after which no sick PTO will be earned. Part-time benefited employees will accrue a prorated portion as stated in their job description.
2. An appointing authority shall approve sick PTO only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a health care provider certificate may be required, and will be required if an employee is absent due to medical reasons for more than ten (10) work days consecutive. The health care provider certification must state:
  - Date of commencement of the serious health condition;
  - Probable duration of the condition;
  - Inability of the employee to work at all or to perform any one or more of the essential functions of his or her position because of the serious health condition.
  - If probable duration of the condition is extended, employee will be required to provide a certification stating this extension.

3. If an employee uses all of his or her accrued sick PTO, additional time off for illness will be "leave without pay", unless the employee requests accrued vacation time to be used or qualifies for other leave time as stated in these Rules.
4. Accrued Sick PTO may be used for the following leave qualifying events:
  - a. The birth of a child and in order to care for such child.
  - b. The placement of a child with the employee for adoption or foster care and in order to care for the newly placed child.
  - c. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
  - d. For an employee who is the victim of domestic violence, sexual assault, or stalking.
5. Unused Sick PTO Payback - Upon termination in good standing, a Full-Time or Part-Time Benefitted employee who has accrued more than twenty (20) days of sick PTO will be compensated for that portion in excess of twenty (20) days sick PTO at 75% of the employee's current rate of pay, up to a maximum of three thousand two-hundred (\$3,200) dollars. A retiring employee may elect to participate in the District's 457 Plan and use accrued sick PTO pay as outlined above to invest in this plan as allowed under the rules and regulations of the District's 457 Plan.
6. Sick Leave Sell Back Policy - Each year full-time and part-time benefitted employees will have the option to cumulate or sell back their sick leave accrual from the previous year under the following guidelines. The word "accrued" is defined in the Sick Leave Sell Back Policy as remaining sick leave:
  - a. To be eligible for Sick Leave Sell Back, an employee must have; (1) accrued over

- six (6) days of sick leave within the twelve month period of January 1st through December 31st of the current year, or; (2) has accrued over one hundred twelve (112) days of sick leave overall.
- b. At the employee's request the District will purchase back a maximum of six (6) days of sick leave if the employee is eligible. A Sick Leave Sell Back Request Form must be completed and turned into the District Manager between December 1st and December 15th if the employee wishes to apply. An employee may include any anticipated accrued sick leave up to and including December 31st of the current year in Sick Leave Sell Back Request Form. If necessary, the Sick Leave Sell Back Request Form will be adjusted on December 31st to reflect the true accrued figure.
  - c. The District will only purchase back the accrued sick leave above six (6) days of the current year unless an employee has accrued over one hundred twelve (112) days of sick leave, then the employee may sell back up to the maximum six (6) days of sick leave accrued over one hundred twelve (112) days.
  - d. The District will purchase back sick leave at a rate of 75% of the employee's hourly wage. The hourly wage used will be the employee's hourly wage as of December 15th of the current year.
  - e. Once a check is processed for Sick Leave Sell Back, the employee may not change the request. Sick leave hours that an employee sells back to the District are used and no longer available to the employee. Money received from Sick Leave Sell Back will be taxed as income and checks will be issued the first pay period in January.

**20.01-B Sick Paid Time Off (Part-Time)**

Sick Paid Time Off (PTO) for part-time employees who on or after July 1, 2015, work for 30

or more days within a year from the date of commencement of employment are entitled to receive paid sick days subject to the following terms:

1. A part-time employee who, on or after July 1, 2015, works for the Paradise Recreation and Park District for thirty (30) days or more days within a year is entitled to Sick PTO. For purposes hereof, a work day is any 24 hour period, 12 a.m. to 11:59 p.m., during which a part-time employees works.
2. An eligible part-time employee shall accrue Sick PTO at the rate of one hour per every 30 hours worked, beginning July 1, 2015 or at the commencement of employment after this date.
3. A part-time employee shall be entitled to use accrued Sick PTO beginning on the 90<sup>th</sup> day of his or her employment, after which day the employee may use Sick PTO as they are accrued.
4. A part-time employee may not use over twenty-four (24) hours or three days of accrued Sick PTO in each fiscal year (July 1 through June 30).
5. Accrued Sick PTO shall carry over to the following year of employment. However, a part-time employee cannot accrue over forth-eight (48) hours of Sick PTO or six days.
6. Accrued but unused Sick PTO shall be forfeited on the termination of an employee's employment. However, if a part-time employee separates from the Paradise Recreation and Park District and is rehired by PRPD within one year from the date of separation, previously accrued and unused Sick PTO shall be reinstated. The employee shall be entitled to use those previously accrued and unused Sick PTO and to accrue additional Sick PTO upon rehiring.
7. If the need to use Sick PTO is foreseeable the employee shall provide reasonable advance



- notification to his or her immediate supervisor. If the need to use Sick PTO is unforeseeable the employee shall provide notice of leave as soon as practicable.
8. The part-time employee must submit a written leave form, stating the hours requested or used for Sick PTO, to his or her immediate supervisor for approval.
  9. A part-time employee shall be paid for Sick PTO taken no later than the payday for the payroll period during which the approved Sick PTO was taken.
  10. The part-time employee shall receive his or her current hourly wage for approved Sick PTO.
  11. Once a month eligible part-time employees who qualify for Sick PTO will receive written notice that set forth the amount of Sick PTO available.
  12. Sick PTO for part-time employees may be used in the following leave qualifying events:
    - a. The birth of a child and in order to care for such child.
    - b. The placement of a child with the employee for adoption or foster care and in order to care for the newly placed child.
    - c. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
    - d. For an employee who is the victim of domestic violence, sexual assault, or stalking.
  13. A part-time employee may only use sick leave for work hours missed because of qualifying events.

### **20.02 Vacation Paid Time Off**

Vacation PTO is a benefit to full-time or part-time benefited employees who are in their introduction period or regular full-time. It shall be granted on the following terms:

1. Accrual shall be computed from the date of hire:
  - a. During the first through the fifth years of compensated and continuous service, an employee shall accrue twelve (12) days of vacation PTO per year, providing that no vacation shall actually be taken until completion of the orientation period.
  - b. During the sixth through fifteenth year of compensated and continuous service, an Employee shall accrue twenty (20) days of vacation PTO per year.
  - c. Beginning with the sixteenth year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty three (23) days of vacation PTO per year.
  - d. Part-time benefited employees will receive a prorated portion of vacation PTO as stated in their job description.
2. The balance of accrued unused vacation PTO for any employee shall be limited to twenty (20) days for employees with less than six years of service, and thirty-two (32) days for employees with six through fifteen years of service, and thirty-six (36) days for employees with over sixteen years of service. Accrual of vacation PTO will stop once the limit is reached and will not start again until after the unused vacation PTO accrual is below the limit.
3. Vacation PTO shall be taken with the prior approval of the appointing authority, provided that there is no reasonable basis for denial of an employee's request. Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation PTO each year.
4. Upon death, retirement, or layoff, or upon resignation from the classified service, an employee or said employee's estate shall be paid one hundred percent (100%) of the

value of any accrued, unused vacation PTO. Valuation shall be on the basis of the hourly equivalent of said employee's monthly salary at the effective date of termination or resignation.

A retiring employee may elect to participate in the District's 457 Plan and use accrued vacation PTO pay as outlined above to invest in this plan as allowed under the rules and regulations of the District's 457 Plan.

### **20.03 Bereavement Leave PTO**

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted up to three consecutive days funeral leave with pay to make arrangements for the funeral and attend same without charge to the accumulated sick leave credits or vacation eligibility.

If additional bereavement leave is necessary, the employee may use accrued sick leave or vacation or take an authorized leave without pay, subject to the approval of the employee's immediate supervisor and the District Manager.

For the purposes of this section, the immediate family shall be restricted to father, mother, spouse, registered domestic partner, child, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.

### **20.04 Holidays**

The following holidays are officially recognized holidays. On such holidays, an employee shall be entitled to time off with full pay if the employee is regular full-time or in their orientation period. If the employer and employee agree, the employee may work a holiday as part of a normal work week and take the holiday at another time so long as it is within the fiscal year in which the holiday falls.

1. January 1, New Year's Day; \*
2. The third Monday of January, Martin Luther King Day; \*
3. The third Monday in February, in observance of President's Day. \*
4. The last Monday in May, in observance of Memorial Day. \*
5. July 4, Independence Day. \*
6. The first Monday in September, Labor Day. \*
7. November 11, Veterans' Day.
8. The fourth Thursday in November in observance of Thanksgiving. \*
9. The Friday following Thanksgiving. \*
10. December 25; Christmas Day. \*
11. Days between Christmas and New Years'. \*

If New Year's Day, Independence Day, Veterans Day, or Christmas Day, falls upon a Sunday, the Monday following shall be observed as the holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be observed as the holiday.

\* Part-time benefited employees are entitled to these holidays.

#### **20.05 Rest Period PTO**

All non-exempt employees who work an eight hour shift are provided two paid 10 minute Rest periods per shift; one on each approximate four-hour period before and after the meal period. Rest periods may not be combined or added to an employee's meal period. Rest periods are paid as time worked and employees must remain on the premises during the 10 minute rest period and return to work promptly.

Nursing mothers are encouraged to use this time, in a private place, to express breast milk. If this is not possible, nursing mothers are authorized to take a reasonable amount of

unpaid break time in a private place to express breast milk.

Employees are to adhere to District policies and to use discretion in their activities during rest periods.

**20.06 Jury and Witness PTO**

An employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive PTO for such purpose on the terms that follows:

1. Regular full-time employees will be paid the difference between regular straight-time pay and the jury pays for each day of work missed due to jury duty. In addition, exempt employees will be paid their full salary for any work week interrupted by jury service.
2. The employee shall receive PTO provided that any witness fees or jury fees are assigned to PRPD.
3. You must present your jury summons to your supervisor as soon as you receive it. You shall report to work during hours or days that your presence is not required on the jury panel. An employee who does not work when available will not receive pay for the day and discipline action may be taken.
4. In the event the volume of work or the expressed nature of your position necessitates it, a request for postponement of jury service can be made. If you and the PRPD believe that it is necessary we will assist you, if possible, in requesting a postponement. It is every employee's obligation and duty to serve jury duty. We encourage you to do so and would like to be able to schedule it when our work load best permits you to fulfill your duty.

Acting as a Witness

You may be required by law to appear in court as a witness. The PRPD provides regular full-time employees paid time off for this purpose provided that witness fees are assigned to the District. We ask that you give your supervisor as much advance notice, as possible, of when you will be absent.

If called as a witness in litigation in which the PRPD is a party, or to testify in an official capacity as a PRPD employee, the employee shall receive PTO and an allowance for any necessary travel, provided that any witness fees are assigned to the PRPD.

**20.07 Voting PTO**

In the event that an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular work shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours. Under these circumstances an employee will be allowed a maximum of two hours on the Election Day without loss of pay. Where possible, the employee shall give his or her supervisor at least two days notice that time off to vote is needed.

**20.08 Administrative Time Off**

All exempt employees shall receive administrative time off during the fiscal year (July 1 through June 30). Administrative time off per category is as follows:

- District Manager and Assistant District Manager           76 hours per fiscal year

Administrative time off does not accrue from year to year and must be used before the end of each fiscal year. Exempt employees shall request administrative time off in advance, in writing, to be approved by the District Manager.

Upon separation, eligible employees are paid for the earned but unused Administrative time off.

## Rule 21 – Additional Benefits and Allowances

### 21.01 Benefits

The descriptions of benefits provided in these Personnel Rules are only a general overview of the benefits provided to eligible employees. Employees should refer to the Summary Plan Description for each benefit for more detail. In the event there is a conflict between these Personnel Rules and the Summary Plan Description, the Summary Plan Description will control. The District reserves the right to alter, modify, suspend, or eliminate any District-sponsored benefit.

### 21.02 Health Insurance Benefit

Information on the terms and conditions of the approved group health care plans is available from the District Manager.

Except as provided in these Rules, health insurance is a benefit exclusively for employees who are regular full-time or part-time benefited or in their introduction period or regular time. The District will allocate \$630.00 per full-time employee per month to be used at the employee's discretion to purchase benefits offered under the following: PERS Health Plan, Aflac Plan, Section 125 Benefits Plan (debit card option available each calendar year with the annual fee the responsibility of the participating employee), Dental Plan, Vision Plan, and Life Insurance Plan. Part-time benefited employees will receive a prorated portion as stated in the job description.

Part-time CalPERS employees may also be qualified to participate in the District health insurance plan at their own expense if they have worked over 480 hours in a qualifying period

(January 1 – June 30 or July 1 – December 31). Please see the District Manager for more information if you are interested in participating.

Retirees, terminated employees and covered dependents may continue health coverage under the provisions of the Federal law COBRA.

A District employee, if eligible, may participate in the District's CalPERS Health Insurance Program after retirement. To be eligible employees must have five (5) qualifying years as a CalPERS employee or five (5) years, at a minimum of 1,500 hours per year, as a District employee and be over 50 years of age. The District will pay a portion of the monthly fee for this coverage. The District pays a minimum amount as established under the District's CalPERS contract. A retiring employee interested in this plan should contact the District Manager 30 days prior to retirement to facilitate the implementation of this plan.

A retired employee must register for this program within 30 days of their last day of work. A retired employee must contact CalPERS or the District.

### **21.03 Retirement Plan Benefit**

Paradise Recreation and Park District offers a defined benefit plan through CalPERS. Membership is mandatory for those PRPD benefited employees employed full-time and those employees that work over 1,000 hours during one fiscal year and other qualifying employees as designated in the CalPERS Plan. This benefit has a vesting period consisting of 5 years of CalPERS qualifying experience. All employees will need to check with CalPERS concerning their options upon any employment termination.

The District also has a deferred compensation plan for District employees to participate in if they desire. The District does not contribute to the deferred compensation plan.

The District participates in Social Security. Employees should contact the District Manager



for information concerning the retirement plan.

**21.04 Workers' Compensation Benefit**

The District purchases a workers' compensation insurance policy to protect employees injured at work. The policy covers employees in case of occupational injury or illness. It is the employee's responsibility to notify a member of management immediately if injured while working.

**21.05 Unemployment Compensation**

The District contributes each year to the California Unemployment Insurance Fund on behalf of our employees.

**Social Security Benefit:**

Social Security is an important part of every employee's retirement benefit. We pay a matching contribution to each employee's Social Security taxes.

**21.06 Disability Insurance Benefit**

Each employee contributes to the State of California to provide disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the District, or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Disabilities covered by workers' compensation are excluded from short-term disability coverage.

**21.07 Life Insurance Benefit**

The District provides the opportunity for full-time and part-time benefitted employees to participate in a life insurance plan.

More detailed information is set forth in the official plan documents and insurance policies. For

more information regarding the insurance benefits, contact the District Manager.

**21.08 Allowances**

Claims by employees for allowances shall be made on claim forms proved by the District and claim shall not be paid without signed approval by the District Manager.

**21.09 Travel Allowance**

Expense allowances for approved staff and Board members will be provided for pre-approved and professionally related travel, including reimbursement for use of personal vehicle, lodging, meals, and other related expenses. These estimated expenses will be authorized by the Board of Directors in conjunction with the annual budget. Reimbursement requests must be submitted to a supervisor and/or manager, along with receipts or other proof of expenditures, on a monthly basis.

Expenses for meals while on business related travel are paid per diem rates established based annually on IRS guidelines and with the District's budget. Reimbursement for meals is excluded when a meal is included in the registration fee of a training institutes, workshop or conference. In no event shall the District reimburse an employee for the expense of alcoholic beverages at meals or otherwise.

**21.10 Car Expense Allowance**

The District will reimburse all employees for use of their private vehicles for approved business related travel within or without the District at the current Internal Revenue Service mileage rate. Parking will be reimbursed at the actual parking cost amount.

**21.11 Other Expense Allowance**

The District will, upon prior approval by the District Manager, pay for membership fees, dues assessments, and other expenses required for membership in a work related community or

professional organizations for approved staff and Board Members.

**21.12 Employee Discount Policy**

Active full-time and part-time employees who have worked a minimum of 800 hours over the previous year shall receive a 30% reduction in participation fees for eligible District programs for themselves and their immediate family members (spouse or registered domestic partner, minor children, and minor children in guardianship).

Eligible programs include pre-school programs, youth programs, youth and teen sports, swim lessons, recreation swim passes, health & fitness classes, dance classes, leisure classes, ice rink passes, and facility rentals.

Ineligible programs include adult team sports, excursions, and drop-in programs such as but not limited to open gym basketball, recreation swim, and ice skating.

## Rule 22 – Code of Conduct

**22.01 Code of Ethics**

As a California Independent Non-Enterprise Special District the Paradise Recreation and Park District is committed to improving and protecting the quality of life for all residents within the area of our District by providing essential recreation programs, park facilities, and services. As stewards of public funds and facilities we accept this responsibility knowing that the public has put their faith and trust in us to be fully accountable to them for our services. We ask and expect each employee to be committed at the following level of service:

Responsibility to Those We Serve

- Respect all individuals and serve them in a honest, equitable and fair manner.
- Build good will and better positive patron relationships.

- Be truthful and work on developing conversations that benefits all concerned.
- Remain trustworthy with confidentiality.

Responsibility to the Community

- Strive to improve the quality of life through the leisure services provided by the District.
- Develop a professional level of park service that promotes safety and cleanliness.
- Recognize and implement education and physical health through District activities.
- Work to positively integrate all groups in programs and services.

Responsibility to Self

- Maintain relationships with other employees based on respect, integrity, and trust.
- Treat others like you would like to be treated.
- Demonstrate personal and professional integrity in conducting your job responsibilities.
- Let your personal views and actions be directed to positive team building cooperation.

Responsibility to Employer

- Cooperatively work within the structure of the District organization and policies.
- Know the essential duties of your position and complete them to the best of your ability.
- Be productive and initiate new and better ways to conduct District business.
- Adhere to standards of personal conduct acceptable in the recreation and park profession.

Responsibility to Profession

- Understand the professional organizations that serve and promote the park and recreation profession.
- Understand the need and engage in ongoing professional education and training.
- Actively participate in and contribute to the advancement of the profession.

- Maintain appropriate membership in professional park and recreation organizations.

Mutual respect of others is basic expectation for the District and its employees as they work together to fulfill their commitment to provide recreation and park services.

PRPD Board Members, District Manager, Recreation and Park Superintendents, and Recreation Supervisors are required to receive ethics training every two years.

#### **22.02 Acceptance of Gratuities**

No employee shall accept any fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances resulting in:

1. The use of public office for private gain;
2. The preferential treatment of any person, impeding governmental efficiency or economy;
3. The making of a District decision outside of official channels;
4. Any adverse effect on the confidence of the public in the integrity of the District.

#### **22.03 Drug and Alcohol Abuse**

We are concerned about the use or abuse of alcohol, illegal drugs, or controlled substances as it can affect the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore impair the employee and his/her ability to competently perform his/her job. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of the employee in possession and other employees, and it also exposes the District to the risks of property loss or damage, or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may impair the employee's ability to competently perform

his/her job. The District is not required to accommodate the medical use of marijuana at places of employment or during working hours.

The following rules and standards of conduct apply to all employees either on District property or during the workday (including meals and rest periods). Behavior that violates District policy includes:

- Possession or use of alcohol or an illegal or controlled substance, or being under the influence of alcohol, or an illegal or controlled substance while on the job;
- Driving while under the influence of alcohol or an illegal or controlled substance; and
- Distribution, sale, or purchase of alcohol or an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. The District also may bring the matter to the attention of appropriate law enforcement authorities.

Employees are prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are also prohibited from consuming alcohol during working hours, including meal and break periods. This does not include the authorized use of alcohol at District-sponsored functions or activities.

In order to enforce this policy, the District reserves the right to conduct searches of District property or employees to implement other measures necessary to deter and detect abuse of this policy. Entry onto District property is deemed consent to an inspection of person, and District vehicle.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off District property will not be tolerated because such conduct, even though off duty, reflects adversely on the District. In addition, the District must keep people who sell or

possess controlled substances off District premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well being of others, must notify a manager of such use immediately before starting or resuming work.

Reasonable Suspicion Testing: In cases where an employee's supervisor or other member of management has reasonable suspicion to believe that the employee possesses or is under the influence of drugs and/or alcohol and such use or influence may adversely affect the employee's job performance or the safety of the employee, co-workers, or customers of the District, the employee's supervisor or a member of management should bring his or her reasonable suspicions to the attention of the District Manager or a person designated by the District Manager. At the District Manager's discretion drug and/or alcohol screening may be ordered. The suspicion will be based on objective symptoms such as factors related to the employee's appearance, behavior, and/or speech. Refusal to submit to screening as ordered may result in immediate termination.

We encourage and will reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The District is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the District obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not

automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the District's treatment of employees who violate the regulations described previously or to alter the at-will status of employment. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

**22.04 Conflict of Interest**

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

A "conflict of interest" generally means a situation where the District's interests and an employee's interest are actually or potentially at odds. We rely on the integrity and good judgment of all employees and trust them to observe ethical, professional and legal codes of good business practices in the conduct of District affairs. Employees must take care to avoid not only actual impropriety, but also the appearance of impropriety. Situations of actual or potential conflict of interest are to be avoided by all employees.

Personal gain may result not only in cases where an employee, or his/her relative, has a significant ownership in an entity with which the District does business, but also when an employee or relative receives any kickback, bribe, substantial gift, present, or special consideration as a result of any transaction or business dealings involving the District. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision



that may result in a personal gain for that employee or for a relative as a result of the District's business dealings.

For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. No "presumption of guilt" is created by the mere existence of a relationship with outside companies. However, if you have any influence on transactions involving purchases, contracts, or leases involving the District, it is imperative that you disclose to your manager as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Each year PRPD Board Members, District Manager, Park and Recreation Superintendents, and consultants must complete a Statement of Economic Interest.

#### **22.05 Use of District Property**

Employees are prohibited from using District property directly or indirectly for any purposes unrelated to District business or in any manner deviating from the manner authorized by the District.

#### **22.06 Political Activities**

No employee shall engage in political activity during working hours or on District premises unless the Board of Directors has specifically opened those premises for political activity to the public.

#### **22.07 Anti-Harassment and Discrimination Policies**

All employees, applicants, and independent contractors ("workers") working with the District are to be treated with respect and dignity. The District is committed to providing an atmosphere free of harassment and discrimination based on such factors as race, color, sex,

gender identity, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics or information, sexual orientation, veteran status, or any other characteristic made unlawful by applicable federal, state, or local laws,. Harassment and discrimination are against the law. The District strongly disapproves of and will not tolerate harassment or discrimination of its workers by managers, supervisors, co-workers, independent contractors or members of the public. Similarly, the District will not tolerate harassment or discrimination by its workers against others with whom the District has a business, service, or professional relationship. Because it is difficult to determine whether the conduct is unlawful, the District prohibits all inappropriate and/or disrespectful conduct based on the characteristics identified above, even if such conduct does not violate the law.

Some examples of conduct that may violate this policy includes verbal, physical and visual contact that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Some examples of conduct potentially violating this policy include racial or sexist slurs, ethnic or sexist jokes, posting of offensive statements, posters or cartoons, and unwanted touching or blocking of normal movement.

Sexual harassment under this policy includes the making of any unwelcome advances and/or visual, verbal, or physical conduct of a sexual nature, as well as offering employment benefits in exchange for sexual favors or threatening reprisals after a negative response to a sexual advance.

The definition of sexual harassment includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. Some examples of behavior that may violate this policy include: requests for sexual favors, demeaning sexual

remarks, leering, making sexual gestures, displaying of sexually suggestive objects or pictures, making or using derogatory comments, epithets, slurs, or jokes, comments about an individual's body, touching, impeding or blocking movements, or any other conduct based upon an individual's sex that creates an atmosphere or environment that interferes with that individual's job performance or is intimidating, hostile, or offensive to that individual.

All District supervisory employees (District Manager, Superintendents, and Supervisors) must complete a minimum of two (2) hours of Harassment Training every two years as required by California state law.

**22.08 Harassment Complaint Procedure**

1. When possible, confront the harasser and persuade him/her to stop.
2. Provide a written complaint to your own supervisor or to any other District supervisor or the Manager of the District as soon as possible after the incident. Include details on the incident(s), names of individuals involved, and the names of any witnesses.
3. Supervisors will refer all harassment complaints to the Manager. The District will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.
4. If the District determines that unlawful harassment has occurred, it will take effective remedial action in accordance with the circumstances. Any employee the District determines to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination.
5. Whatever action the District takes against the harasser will be made known to the employee lodging the complaint. The District will take appropriate action to

remedy any loss to you resulting from harassment.

6. The District will not retaliate against you for filing a good faith complaint and will not tolerate or permit retaliation by management, employees, or co-workers.

### 22.09 Technology Usage

The District's Technology Resources, including all computer, data, and telecommunication hardware and software are critical to its business success. The purpose of this policy is to explain how employees of the District should use the District's Technology Resources in ways that maximize the benefits of the technology to the District and reduce the risk of loss or misuse of these resources and/or creation of liability for the District. The District's Technology Resources include, but may not be limited to:

- Telephone, cellular phones, and voicemail.
- Internal computer systems including desktop and notebook computers, file servers, Intranet, and e-mail.
- External computer systems, including research databases, Internet, and e-mail.

#### Using Technology Resources:

All Technology Resources should be used only in furthering the District's business and never in violation of applicable laws. To this end, employees should not use any Technology Resource for the conduct of business other than the District's business. Notwithstanding the above, employees may use the District's Technology Resources to:

- Prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner provided such use does not conflict with any purpose or need of the District;
- Send and receive necessary personal communications through e-mail;

- Use the telephone system for brief and necessary personal calls.

The District assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on the District's Technology Resources. The District further accepts no responsibility or liability for the loss or non-delivery of any personal e-mail communication and suggests that employees avoid storing private or confidential personal information on any of the District's Technology Resources.

*No Right of Privacy:*

The District in general has no desire to invade the personal privacy of employees when there is no business need. However, the District provides the Technology Resources to further its own business aims. Thus, employees should not expect and do not have any privacy rights when using the District's Technology Resources. The granting of a password does not confer right of privacy upon any employee of the District and all Technology Resources, including all information, documents and messages stored therein, should be related to the business of the District.

The District may inspect all files or messages on its Technology Resources at any time for any reason at its discretion. The District reserves the right to randomly and periodically monitor its Technology Resources at any time in order to determine compliance with its policies, answer a lawful subpoena or court order, investigate misconduct, locate information, or for any other business purpose. Further, the District reserves the right to monitor its Technology Resources at any time based on a reasonable suspicion of wrongdoing or in order to determine compliance with its policies, answer a lawful subpoena or court order, investigate misconduct, locate information, or for any other business purpose. Further, any information generated on or with the District's Technology Resources is subject to collection, storage, and disclosure in

accordance with the District's Document Retention and Destruction Policy.

Internet and E-Mail Use:

Access to the Internet is provided to employees to accomplish job responsibilities more effectively. The use of the Internet is a privilege, not a right, which may be revoked at any time for inappropriate conduct. The District expects that its employees will use these resources in a responsible fashion and for business-related purposes only. Employees should not use the Internet or Intranet for frivolous use such as accessing, downloading from, or contributing to any site that is not work related.

Downloading of software applications, even if they are free, is not allowed.

The District reserves the right to monitor the amount of time spent using online services and the sites visited by District personnel. The District reserves the right to limit Internet access to include or exclude certain Internet sites and/or services.

E-mail is not private communication, because others may be able to read or access the message, E-mail messages are considered business records and may be subject to discovery.

Personal websites, social media sites, and web logs (blogs) have become prevalent methods of self-expression in our culture. Employees may not use District computers to engage in blogging. The District respects the right of employees to use these mediums during their personal time on their personal computers. If an employee chooses to identify himself or herself as a District employee on a website or web log, he or she must adhere to the following guidelines:

- Make it clear to readers that the views you are expressing are your views alone and do not reflect on the views of the District.
- Do not disclose any information that is confidential or proprietary to the District (or to

any third party which has disclosed its information to the District). Consult the District's confidentiality policy for guidance about what constitutes confidential information.

- Uphold the District's value of respect for the individual and do not make any disparaging or defamatory statements about the District employees, clients, partners, affiliates and others, including competitors.
- Be careful not to let blogging interfere with the employee's job or client commitments.

### **22.10 Punctuality and Attendance**

Employees are to report to work as scheduled, on time, and prepared to start work. Employees also are to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized District business.

If employee is unable to report for work on any particular day, they must call their supervisor at least one hour before the time they are scheduled to begin working for that day. If they call less than one hour before scheduled time to begin work, they will be considered tardy for that day. If an employee is unable to continue work they must notify their supervisor or other administrative personnel immediately.

Excessive absenteeism (excused or not) may be grounds for discipline up to and including termination of employment. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis. However, even one unexcused absence may be considered excessive, depending on the circumstances.

If an employee fails to report for work without any notification to supervisor and absence continues for a period of three days, the District will consider that the employee has abandoned their employment and may terminate employment.

22.11 Appearance and Dress Standards

Employees are expected to wear clothing appropriate for the nature of the District's business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that may create a safety hazard. Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing, and offer protection against hazards.
- Tank tops, tube or halter tops may not be worn under any circumstances.
- The length of shorts and skirts must reach at least a minimum of mid-thigh.
- Mustaches and beards must be clean, well trimmed, and neat.
- Hairstyles are expected to be in good taste.
- Long hairstyles should be worn with hair pulled back off the face and neck to avoid interfering with job performance.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs is not professionally appropriate and must not be worn during business hours.
- Multiple ear piercings (more than one ring in each ear) are not professionally appropriate and must not be worn during business hours.
- Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.
- Visible tattoos and similar body art may need to be covered during business hours.



Department managers may issue more specific guidelines.

Uniforms:

The District provides uniforms to all employees who are required to wear uniforms. Uniforms should be clean at the beginning of each shift and maintained throughout your shift in the best possible condition. Accessories that are not issued (pins, scarves, etc.) are not allowed to be worn with the uniform. Remember that you represent the District while in uniform.

22.12 Vehicle Use

Some positions in the Paradise Recreation and Park District require the ability to drive a motor vehicle. All employees whose job responsibilities require the ability to drive a motor vehicle shall, throughout the duration of their employment with the District, maintain a valid driver's license, appropriate to the kind of vehicle they are required to drive, and show proof of this license. All employees whose job responsibilities require the ability to drive a motor vehicle shall, throughout the duration of their employment with the District, maintain an acceptable driving record. An acceptable driving record shall be defined as a driving record with five (5) or fewer points assigned by the Department of Motor Vehicles. The District will keep a current "Driving Record Information Profile" provided by the Department of Motor Vehicles on employees whose job responsibilities require them to drive a motor vehicle.

Any employee who does not maintain both a valid, appropriate driver's license and an acceptable driving record may be subject to disciplinary action up to and including suspension, demotion, transfer, or termination. It is the employee's responsibility to inform the District if their Driver's License is revoked or suspended. All employees who drive a vehicle for District business will be required to take a defensive driving class at least every three years.

Employees who might use their own vehicle for District business will be required to

provide proof that the vehicle and operator are covered under a current automobile liability insurance policy. The insurance policy must meet the minimum requirements as specified in the California State Financial Responsibility Law.

**22.13 Telephone and Cell Phone Use**

Personal telephone calls should be brief and kept to a minimum. Long distance calls should be billed to the employee's home telephone number (i.e., employee should use a personal calling card or personal cell phone).

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device and safely pull off the road before answering the phone and conducting District business. Under no circumstances should employees place or answer phone calls, e-mails, or text messages at any time while operating a motor vehicle, while driving on District business, and/or on District time.

**22.14 Solicitation and Distribution of Literature**

The District does not allow solicitations of literature for private businesses, political activities, or other organizations that does not coincide with the District's goals and objectives. The District Manager is responsible for managing this issue.

**22.15 Prohibited Conduct and Disciplinary Action**

Like all other organizations, we require order and discipline the work force to promote efficiency, productivity, and cooperation among employees. Although it is not possible to provide an exhaustive list of all types of impermissible conduct, the following are some examples:

- Insubordination, including but not limited to, improper conduct or refusal to perform tasks as assigned by the District Manager or immediate supervisor.

- Possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal drugs while on the District's property, while on duty, or while operating a vehicle or potentially dangerous equipment leased or owned by the District.
- Inefficient or careless performance of job responsibilities or inability to perform duties satisfactorily.
- Negligence that results in injury to personnel or a visitor or any action, which endangers the health or safety of others.
- Irregular attendance: repeated tardiness, unreported or unexcused absence or abuse of sick leave, overstaying a leave of absence without written authorization, leaving District premises or one's job area without permission during working hours (excluding meal periods).
- Release of confidential information or trade secrets about the District or its clients.
- Making malicious, false, or derogatory statements that may damage the integrity or reputation of the District or its employees.
- Any communication or interaction that is deemed as disrespectful, vulgar, or unprofessional.
- Destruction, damage, theft, or unauthorized removal or possession of property from the District, fellow employees, customers, or anyone on District property.
- Altering or falsifying any timekeeping record.
- Unauthorized absence unless a reasonable excuse is offered and accepted by the District.
- Falsifying or making a material omission on an employment application or any other District record.

- Fighting on District property.
- Any action which is detrimental to the orderly conduct of business.
- Bringing onto District property, dangerous or unauthorized materials, such as explosives, firearms or other similar items.
- Engaging in sexual or other harassment or discrimination.
- Dishonestly of any kind in relations with the District or its customers.
- Pleading guilty to or being convicted of any crime other than a minor traffic violation.
- Failure to return to work on a timely basis at the end of an approved leave of absence.
- Failure to promote cooperative working relationships with any other District employee or customer.
- Violation of any District policies, practices, or procedures, whether or not detailed in this personnel rules manual.

Violation of District policies and rules may warrant disciplinary action that may include any of the following: verbal warnings, written warnings, suspension or termination all at the District's sole discretion. Nothing in this policy limits or alters the at-will employment relationship. Thus, the District may, in its sole discretion, use whatever form of discipline is deemed appropriate under the circumstances, up to and including termination of employment without prior verbal or written warning.

#### **22.16 Reporting Incident**

All employees are responsible for reporting any incident to their supervisor that may have a negative impact to the District or is a violation to these Rules.

**22.17 Off Duty Conduct**

While the District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the District's or their own integrity, reputation, or credibility. Illegal off-duty conduct by an employee that adversely affects the District's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

**22.18 Preventing Violence in the Workplace**

The District is committed to providing its employees a safe work environment. The District will not tolerate any violent or threatening behavior by or toward our employees. This policy prohibits actual or threatened violence against any person on District premises, at any District-sponsored event, and/or while engaging in any District-related activity. Safety and security in the workplace is every employee's responsibility. The District relies upon employees' compliance with this policy to achieve our goal of providing a violence-free workplace. Some examples of conduct that violates this policy include:

- Threats of any kind;
- Physically aggressive or violent behavior;
- Intimidating or harassment behavior; or
- Sabotage or destruction of any District property or property of any employee.

Additionally, the District strictly prohibits the possession of any weapon, firearm, or other dangerous objects or material of any kind on District premises or at any District-related event.

Any conduct violating this policy, including any threats of or actual violence, both direct and indirect, must be reported as soon as possible to your manager or any other member of

management. This includes threats by employees, as well as threats by clients, vendors, solicitors, or other members of the public. All suspicious individuals or activities must be reported as soon as possible to a manager. Anyone receiving a report of a violation of this policy must report the matter immediately to a manager.

## Rule 23 – Employer-Employee Relations Policy

### 23.01 Wage and Benefit Negotiations

All full-time and part-time benefited staff (except the District Manager) will be allowed to discuss and request consideration of wages, benefits, hours, and other terms and conditions of employment in the following manner:

1. To notify the Board of Directors that negotiations of wages and benefits is requested. This request should be made in December but no later than the February Board meeting of each year. The request needs to be in writing. If the Board does not receive a notification requesting negotiations by the February Board meeting, negotiations may not be discussed that year. The Board may opt to initiate negotiations.
2. After receiving a notification requesting negotiations, the Board Chairperson will authorize the District Manager to schedule a meeting with the Personnel Committee and the employee representatives. This meeting will be scheduled no later than thirty (30) days after the February Board meeting. At this meeting the employee representatives will present their request. It should contain the following:
  - a. A complete written description of all items requested.

- b. The total estimated cost of each request and backup information confirming these figures.

At this meeting, the Personnel Committee may request additional backup material to support or show cause for the request(s). They may also choose to make their recommendation to the Board at the next Board meeting. If the Personnel Committee requires more information concerning items requested, another meeting will be scheduled within thirty (30) days.

3. Additional meetings and materials may be requested as necessary. The Personnel Committee will make their recommendations to the Board of Directors no later than the June Board meeting, unless the Board of Directors authorizes a continuation of negotiations.

### **23.02 Employee Representation**

For wage and benefit negotiations, full-time employees should choose a minimum of three (3) individuals to serve as representatives during the duration of negotiations. It is recommended that an individual from each classification be selected for representation (clerical, recreation, and park). Employees need to agree by majority who their representatives will be.

Employees have the right to seek legal assistance during their negotiations process, but the District will not be responsible for any cost incurred.

Individuals may represent themselves if a situation exists that only represents their position.

### **23.03 Personnel Committee Recommendations**

The Personnel Committee will make their recommendations concerning staff requests when they feel they have received enough information to clarify the issue requested. Their

recommendations to the Board of Directors will be announced at a Board meeting. The Board of Directors will approve the final agreement concerning the staff request.

The Personnel Committee may request information from the District Manager as they see necessary in this process.

**23.04 District Manager**

The District Manager will meet with the Personnel Committee as needed to establish a memorandum of understanding concerning wage and benefits. This memorandum will be presented to the Board of Directors in December for consideration.

**23.05 Part-Time Employees**

Part-time employees will be allowed to discuss and request consideration of wages, benefits, hours, and other terms and conditions of employment as necessary with the District Manager. The District Manager will decide the final condition of the request. If employee(s) are not satisfied, they may file a grievance as outlined in these Rules.

**23.06 Local Public Employee Organizations**

If the employees decide to join a local public employee organization, the District will implement rules to provide an orderly procedure for the administration of employer-employee relations between the District and its employee organization.

**END**