

**PLEASANT VALLEY RECREATION & PARK DISTRICT
ADMINISTRATION OFFICE – ROOM #6
1605 E. BURNLEY ST., CAMARILLO, CALIFORNIA**

**PERSONNEL COMMITTEE
AGENDA**

**Wednesday, July 28, 2021
4:00 PM**

In order to minimize the spread of COVID-19, attendees will be required to wear masks and maintain 6' social distancing.

- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. PUBLIC/COMMITTEE COMMENTS**
- 4. UNREPRESENTED EMPLOYEE MANUAL**
- 5. DISCUSSION ITEM: PERSONNEL POLICIES AND PROCEDURES**
- 6. ORAL COMMUNICATIONS**
- 7. ADJOURNMENT**

Note: Written materials related to these agenda items are available for public inspection in the Office of the Clerk of the Board located at 1605 E. Burnley Street, Camarillo during regular business hours beginning the day preceding the Committee meeting.

Announcement: Should you need special assistance (i.e. a disability-related modification or accommodations) to participate in the Committee meeting or other District activities (including receipt of an agenda in an appropriate alternative format), as outlined in the Americans With Disabilities Act, or require further information, please contact the General Manager at 482-1996, extension 114. Please notify us 48 hours in advance to provide sufficient time to make a disability-related modification or reasonable accommodation.

**PLEASANT VALLEY RECREATION AND PARK DISTRICT
STAFF REPORT / AGENDA REPORT**

TO: PERSONNEL COMMITTEE

FROM: MARY OTTEN, GENERAL MANAGER
By: Kathryn Drewry, Human Resources Specialist

DATE: JULY 28, 2021

**SUBJECT: REVIEW PROPOSED CHANGES TO THE
UNREPRESENTED EMPLOYEE MANUAL**

BACKGROUND

In 2016 the District adopted an updated Employee Manual that included policies and procedures and articles that overlapped with the Memoranda of Understanding with SEIU and the District. In 2018 District staff updated the manual to remove articles that overlap with the SEIU MOU and place them in a standalone Personnel Policies and Procedures Manual.

ANALYSIS

District staff along with legal counsel reviewed the Unrepresented Employee Manual to ensure that we were in compliance with current laws and practices. Various grammatical errors were corrected.

FISCAL IMPACT

There are no fiscal impacts at this time.

RECOMMENDATION

Review the proposed changes to the Unrepresented Employee Manual.

ATTACHMENTS

- 1) Unrepresented Employee Manual



UNREPRESENTED EMPLOYEE MANUAL

Administrative Office
(Community Center/Senior Center)
1605 E. Burnley St., Camarillo 93010

Parks Department Office
(Located at Freedom Park)
480 Skyway Dr., Camarillo 93010
(805) 482-5396

Board Approved March 6, 2019

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ARTICLE 1 – GENERAL INFORMATION

A. Purpose and Intent

It is the purpose of this Unrepresented Employee Manual (Manual) is to establish a system of uniform and appropriate personnel policies and procedures which will provide the Pleasant Valley Recreation and Park District with a productive, efficient, stable and representative workforce by incorporating the following principles:

- Recruiting, selecting and advancing employees on the basis of their relative ability, education, training, knowledge, and skills relevant to the work to be performed and providing progressive employment programs which encourage and support employee development.
- Establishing and maintaining a uniform plan of classification and pay based upon the relative duties and responsibilities of positions.
- Assuring fair treatment of applicants and employees in all aspects of personnel administration without discrimination based on race, color, sex, age, religion, national origin, political affiliation, marital status, sexual orientation or disability with proper regard for their privacy and constitutional rights.
- Establishing ethical standards of conduct to include integrity, honesty, trustworthiness and confidentiality are required of employees which will to promote a positive workplace, the proper operation.

B. Scope

This Manual shall govern and affect personnel administration for unrepresented employees of the Pleasant Valley Recreation and Park District, ~~unless otherwise except as~~ specified below:

- Board of Directors of the Pleasant Valley Recreation & Park District
- General Manager
- General Counsel
- Volunteer personnel who provide services to the District without receiving compensation (although such persons may receive reimbursement for actual expenses incurred in the service of the District)
- Outside and independent contractors, engaged to provide expert, professional, technical or other services
- Regular employees who have entered into a written employment agreement with the District, ~~unless otherwise specified in the employment agreement~~

The manual shall also not supersede any local, State, or Federal statutes, rules, and/or regulations. To the extent that this Manual conflicts or is inconsistent with any applicable local, State, or Federal law, or the Personnel Policy and Procedure Manual for All Employees, the terms and conditions of said local, State, or Federal law shall apply over this Manual.

In addition, unrepresented employees can refer to the Personnel Policy and Procedure Manual for All Employees for further information regarding their employment rights and obligations, to the extent such information is not addressed in this Manual. To the extent that this Manual conflicts or is inconsistent with the Personnel Policy and Procedure Manual, the terms and conditions of this Manual shall apply over the Personnel Policy and Procedure Manual.

C. Right to Revise

This Manual provides employment policies and practices for unrepresented employees of the District in effect at the time of publication. All previously issued manuals or handbooks and any inconsistent policy statements or memoranda distributed prior to this Manual are superseded.

The General Manager is authorized to issue written administrative orders to establish procedures and practices for administration of all District personnel system and to interpret or clarify any provisions of the Manual.

The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Manual or in any other document. However, any such changes must be in writing and must be signed by the General Manager and approved by the Board of Directors of the District.

Any changes to this Manual will be distributed in writing to all affected employees so that employees will be aware of the new policies or procedures. No oral statements, representations, or conduct can in any way alter the provisions of this Manual.

Except as provided by law or local regulation, this Manual sets forth the entire agreement between unrepresented employees and the District as to employment with the District. Nothing in this Manual 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. District employees, including unrepresented employees, remain employed at-will at all times.

D. At-Will Employment

All District personnel are employed on an at-will basis and may be terminated with or without cause and with or without notice at any time by the District. Nothing in this Manual shall limit the right to terminate at-will employment. No Superintendent, 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 Board of Directors of Pleasant Valley Recreation and Park District have the authority to make any such agreement with the General Manager, which is binding only if it is in writing and signed by both parties.

ARTICLE 2 – EMPLOYMENT INFORMATION

A. Exempt Employees

An exempt employee based on duties and responsibilities, does not fall under certain wage and time requirements of federal and state regulations. An exempt employee does not receive overtime or compensatory time off. Exempt employees are required to record their hours worked on a timecard.

B. Non- Exempt Employees

A nonexempt employee is one who is paid on the basis of hours worked per pay period and who receives compensation for overtime. Nonexempt employees are required to record their hours worked on a time clock and/or timecard. All employees, unless notified otherwise by management, are nonexempt.

C. Introductory Period – New Hires & Promotional Appointments

The purpose of the ~~probationary~~ introductory period is to train, observe and evaluate the employee. During this time, an employee will learn their responsibilities, get acquainted with fellow co-workers, and their employer will determine whether or not they are satisfied with the employee performance. Their direct Supervisor will closely monitor their performance. The Supervisor will conduct a performance review at the conclusion of the 90-day introductory period. Employees within their introductory period do not receive District benefits unless stated in this Manual.

During the introductory period, full time and part time year-round employees are eligible for health insurance, paid holidays upon hire date, and accrue vacation and sick time. After the 90-day introductory period, an employee may utilize their accrued vacation and sick time. Throughout the introductory period they may not make use of any accrued leave including vacation, ~~sick, jury duty~~, bereavement and any other special days.

D. Re-Hires

Former employees may be considered for rehire provided they left employment with the District in good standing and meet all qualifications of the current open position they are seeking. If they are rehired after 90 days, they will not retain credit

for length of service for the purpose of calculating vacation and sick leave accrual and anniversary awards.

If the length of time since the end of employment is greater than 30 days the persons under consideration for rehire will be required to complete a new drug, tuberculosis and alcohol screen, physical, references and fingerprint clearance.

Employees who are on any type of leave of absence, work-related or non-work-related, or after completing the work assignment for the season for which they were hired, will be placed on an inactive status. During the time the employee is on inactive status, benefits such as vacation and sick leave benefits by the District will not be earned or continued, and seniority will not continue to accrue. Health insurance will continue under certain circumstances as detailed in the Leaves of Absence policies.

E. Nepotism (Employment of Relatives)

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.~~

ARTICLE 3 – LEAVE OF ABSENCE

The District may grant leaves of absence to employees in certain circumstances and as applicable with Federal and State labor laws and regulations. Prompt notice of any change in anticipated return date is requested. Failure to return to work as scheduled at the end of a leave may be considered abandonment of employment and voluntary resignation by the employee to the extent permitted by law.

Employees who report less than their regularly scheduled hours due to a leave of absence or other time off will accrue leave on a prorated basis.

Employees should contact the Administrative Services Manager or designee for further information.

A. Vacation

The District supports and encourages the use of vacation to provide opportunities for rest, relaxation, and personal pursuits. Vacation time off with pay is available to all regular full time and part time year-round employees. Active service commences with an employee's first day of work and continues thereafter unless broken by an extended period of leave, including absence without pay, a paid leave of absence, or termination of employment. Actual accrued vacation time must be sufficient to cover any requested vacation time off before it can be taken, and vacation leave will not be advanced or paid in lieu of taking actual time off.

Commented [M01]: I have notes regarding this topic.. At the sole discretion of the District. Employee may request a leave of absence without pay and may be granted by Department Head for a period of up to 3 working days if all other leaves are exhausted but not more than one time per 12 month period.

Commented [KD2R1]: This is in regards to employees who have exhausted their leave banks. We will add this language after Sick Leave, before Personal Leave

It is the mutual responsibility of the employee and his/her Supervisor to assure that no employee shall exceed said maximum accrual. There shall be no further accrual once an employee's maximum hours have been reached. If accrued but unused vacation leave reaches the maximum, vacation leave shall cease to accrue until such time as leave falls below the maximum accrual limit.

For each pay period vacation will accrue in accordance with the following schedule, subject to the accrual limitations and policies.

FULL TIME			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	3.08	80	160
6-8 Years	3.85	100	200
9-12 Years	4.62	120	240
13-15 Years	5.38	140	280
15(+) Years	6.15	160	320

PART TIME YEAR-ROUND			
Years of Service	Accrual Rate Per Pay Period	Accrual Hours per Year	Max Accrual Cap (Annual Hours)
0-5 Years	2.31	60	80
6-8 Years	2.89	75	100
9-12 Years	3.47	90	120
13-15 Years	4.04	105	140
15(+) Years	4.61	120	160

Vacation begins to accrue the first payroll period of employment but no accrued vacation time may be used by new or rehired employees until completion of 90 days of continuous service. Leave may be used in increments of one-quarter (~~1.25~~) hour or more. Exempt employees absent for ~~three-two (32)~~ hours or more in a workday will have the corresponding amount of time deducted from their accrued vacation.

Current accrued vacation is reflected on pay stubs. If an error has been made on an employee's vacation accrual, it should be immediately reported to payroll for a correction or explanation.

Supervisors shall respond to a written request for vacation within five (5) business days from the date in which the employee provides their direct Supervisor the request. Upon the request of the employee, the Supervisor shall confirm, in writing, the granting or denial of the request with the reason for the denial. The District will attempt to accommodate each vacation request; however; the District reserves the right to deny employee vacations if required by business necessity. Vacation

Commented [KD3]: Are we still good with three hours? I know it was discussed but I don't have a note on the final outcome of our discussion.

Commented [M04R3]: Consistence with dr appointments

schedules should be coordinated a minimum of two (2) weeks in advance and approved by a-your Direct Supervisor.

Approvals shall be based upon workload, staffing coverage, seniority, timing of request, Seniority and annual rotation may be taken into consideration when resolving schedule conflicts and any other work related factors appropriate for consideration. The General Manager will make final determinations on disputes over time off requests.

An employee whose employment terminates (including employees in their introductory period) will be paid for accrued unused vacation days.

B. Management Leave

It is recognized that exempt employees will work additional hours as needed to meet the demands of their position without receiving additional compensation for such hours. The District allows regular exempt employees the ability to accrue twenty (20) hours of additional management leave per quarter to be used at the employees' discretion with the General Manager's or Department Manager's approval.

The 20 hours will be accrued the first pay dates in January, April, July and October. The maximum accrual cap is 20 hours per quarter, and quarterly accruals will be reduced by balance carried over from the previous quarter, not to exceed earnings of 80 hours annually.

Exempt employees are required to perform a minimum of four threesix (436) hours of work per day; if less than four threesix (436) hours of work per day is performed it is expected that the employee record their time not worked as management leave or one of the other appropriate leave types. If the exempt employee works anything other than their normal work day it is expected that they receive approval from the General Manager or designee.

Commented [M05]: Consistence with appointments

C. Sick Leave

Sick leave is a benefit that full time and part time year-round employees accumulate in order to provide a cushion for incapacitation due to illness. It is intended to be used only when actually required to obtain medical assistance or recover from illness or injury or other reasons allowed by law. Sick leave is not for "personal" time off or other absences.

Sick Leave shall be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or for an employee who is a victim of domestic violence, sexual assault, or stalking, as provided below. For the purpose of this section, an employee's "family member" includes: (i) a spouse; (ii) a registered domestic partner; (iii) regardless of age or dependency status, a biological, adopted, or foster child, stepchild, legal ward, or

a child to whom the employee stands in loco parentis; (iv) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (v) a grandparent; (vi) a grandchild; or (vii) a sibling. Accrued sick leave may be used in increments of one quarter (1/4) hour increments or more.

In cases of diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member, up to one-half of the employee's sick leave accrual for the year (up to 48 hours) can be used to attend to a family member. Additional family sick leave usage for special circumstances may be granted on a case-by-case basis in the discretion of the General Manager.

In cases of an employee who is a victim of domestic violence, sexual assault, or stalking, the employee may use sick leave to obtain any relief or services related to being such a victim, including but not limited to: (i) a temporary restraining order; (ii) other injunctive relief to help ensure the health, safety or welfare of themselves or their children; (iii) seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; (iv) obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; (v) obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; (vi) participation in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation. The District shall require certification for use of sick leave for unscheduled absences under this subparagraph C.

1. Full Time Employees Sick Leave Accrual

Employees in this classification will receive twenty-four (24) hours of sick leave upon hire. Beginning the seventh pay period Every regular full-time employee shall accrue sick leave at the rate of 3.69 hours per pay period. Employees in regular positions budgeted less than eighty (80) hours per pay period shall receive sick leave accumulation on a pro-rata basis.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

2. Part-Time Year-Round Employees

Employees in this classification will receive twenty-four (24) hours of sick leave upon hire. completion of six pay periods (84 calendar days). Beginning the seventh pay period employees will accrue sick leave at 2.76 hours per pay period.

Paid sick leave shall continue to accrue during any period of leave with pay, including sick leave. Leave will accrue at a prorated rate if any part of the leave becomes unpaid. There shall be no cap on the number of sick leave hours an employee may accumulate for illness.

3. Temporary or Seasonal and/or Part Time Restricted Employees

Temporary or Seasonal Employees shall receive twenty-four (24) hours of sick leave upon ~~hirecompletion of six pay periods (84 calendar days)~~. Beginning their second year of employment the employee will receive an additional twenty-four (24) hours, not to exceed forty-eight (48) hours.

4. Charge for Sick Leave

If an employee performs his/her duties for part of a working day, he/she shall be credited with those hours worked and charged sick leave only for those hours not worked for reason of illness or injury. Sick leave must be used in one quarter (1/4) hour increments. Sick leave can only be charged to days the employee was scheduled to work.

5. Proof of Illness

A doctor's certificate or other adequate proof shall be provided by the employee in all cases of absence due to illness of three (3) consecutive days or more.

6. Notice of Sickness

The Department Manager or designee must be notified not later than one hour prior to the start of the employee's scheduled ~~tour-of-duty~~ shift. It is the responsibility of the employee to keep the Department Manager or designee informed as to the continued absence beyond the first day. If the need for leave is unforeseeable, the employee shall provide notice as soon as possible.

7. Cash Value upon Termination

Accumulated sick leave shall have no cash value for any employee who terminates for any reason prior to the completion of five (5) years of service with the District. Employees who terminate after the completion of five years of ~~employment service with the District~~ shall be compensated at the rate of twenty five percent (25%) and limited to 500 hours, and employees with 10 years and over of service will be compensated at a rate of fifty percent (50%) and limited to 1,000 hours. The cash value compensation is based upon salary in effect at the time of Termination.

8. Value upon Retirement

Upon retirement, accumulated sick leave will be converted to retirement benefit credits, with no cash value, in accordance with terms and conditions of the District contract with the Public Employees' Retirement Systems (PERS).

D. Compensatory Time Off

Non-Exempt Full Time employees may accrue compensatory time off hours in lieu of being paid overtime for all worked overtime hours, with approval of their Supervisor. Compensatory time off is accrued at one- and one-half times the regular pay rate of the employee. Approval to work compensatory time must be approved by a **Direct** Supervisor prior to working. The District has a cap of 80 hours on accrued compensatory balances. No additional compensatory time may be accrued until such hours fall below the maximum allowable accumulation. Employees who cannot accrue additional compensatory time off will be paid for overtime as required by law.

In the event that an employee is promoted, all compensatory time will be paid to the employee on the final paycheck of their previous position.

The granting, recording, and taking of compensatory time off shall be in accordance with established vacation/time off procedures.

E. Bereavement Leave

In the event of a verified death in an employee's family, upon request, the District shall grant a full-time employee up to three (3) days and a part-time year-round employee up to eighteen (18) hours of bereavement leave, as provided below.

For the purpose of this Article, the term "family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent of a spouse, registered domestic partner, and parent of a registered domestic partner.

1. Bereavement leave will be paid at full pay for up to three (3) consecutive work days for full-time employees or eighteen (18) consecutive hours for part-time year-round employees and shall not be charged against the employee's accrued vacation or sick leave.
2. When ~~travel to a distant greater than 400 miles or~~ other circumstances require an absence longer than three (3) consecutive work days for full-time employees or eighteen (18) consecutive hours for part-time year-round employees, the District may allow the employee to use up to two (2) days of accrued sick leave.

3. If the employee requests to take a cumulative leave of longer than five (5) consecutive work days, the District may allow the use of accrued vacation or compensatory time.

An employee desiring to attend a funeral of others than described above may be given the time off, provided he/she so notified his/her Supervisor two (2) days in advance. Upon concurrence and authorization of the Supervisor, he/she shall take the time off against vacation, management or compensatory annual leave.

F. Personal Leave

A personal leave of absence without pay may be granted at the discretion of the District General Manager or designee. Reasons for a leave may involve family emergencies or extenuating circumstances not covered by other leaves of absence. Each request for a leave of absence will be considered on a case-by-case basis. All accrued vacation must be used before beginning a personal leave of absence. Requests for personal leave should be limited to unique circumstances requiring an absence of no longer than two (2) weeks [in a twelve-month period](#).

Employees will be required to make payment in advance as applicable for their health, vision, and dental insurance coverage during the leave of absence as applicable. Failure to make payment for coverage may result in cancellation of that coverage.

Requests for personal leave must be submitted in writing to, and approved by, the General Manager.

~~Except as required by law, t~~he District cannot guarantee that the employee's job will be held open for them until they return from a leave. The District will make every effort to return an employee to the same or a similar job; however, if no job opening exists for which they are qualified they will be laid off for lack of work.

An employee on personal leave may not accept other employment while on leave. If they do so, they may be subject to immediate termination.

Failure to return to work as scheduled at the end of a personal leave will be considered abandonment of employment and voluntary resignation by the employee.

G. Emergency Leave Donations

Employees who meet established guidelines are only allowed to donate earned vacation, comp-time, floating holiday, sick, Regular Day Off-Holiday (RDO-H) and administrative hours to other employees for prolonged absences from work due to the employee's serious injury or prolonged illness.

Such donations of paid time off may be permitted under the following conditions:

The Department Manager must approve, in advance, the donation.

- Any eligible employee wishing to receive such donations must complete the Request for Paid Time off Donations Form. The form must be signed by the employee and approved by the requesting employee's Department Head.
- Upon approval of an employee's request for donated time, the Human Resources personnel may, if requested to do so by the employee, post a notice of the need for leave donations for the affected employee.
- Any eligible employee who wishes to donate vacation, comp-time and/or floating holiday hours to an employee whose request for such donated time has been approved, must complete the Authorization for Paid Time Off Donations Form. This form must be signed by the donating employee and submitted to Human Resources or designee.
- The donating employee must have a total of 120 hours of sick, vacation and/or comp-time on the books after the time of hours donated.

Donations are entirely voluntary, and time is to be donated in whole hour increments.

- The donated hours will be converted to a dollar equivalent and the employee will receive it at his/her rate of pay.
- To be eligible, the receiving employee must have exhausted all paid leave, or will foreseeably exhaust all such time (within the next week), due to his or her personal serious injury or prolonged illness or a family member as defined by [Article 26 the California Family Rights Act \(CFRA\)](#).
- Any donated time remaining at the end of the employee's leave of absence due to the injury or illness will be left in the [general](#) bank for future requests.

ARTICLE 4 - BENEFITS

The District provides a comprehensive array of benefits. Further details regarding the benefits set forth below can be obtained from the Administrative Services Department.

A. California Public Employee Retirement System (CalPERS)

The District makes contributions to each full time and part time ~~year-round~~[year-round](#) employees retirement through the California Public Employees' Retirement Systems (CalPERS) as of the date of hire and based on their wages. Employees are vested after five years of service with the District. This benefit can be

transferred only if the employee goes to work for another public employer who also participates in CalPERS.

Part-time year-round employees may become eligible if they work over 1000 hours in a fiscal year. See the Administrative Services Department for additional details. If an employee terminates their employment with the District prior to completing five (5) years of service, the employee is terminated from the CalPERS system and ineligible to receive benefits from CalPERS.

According to guidelines established by CalPERS, all eligible employees must participate in this program. Contributions to CalPERS will be made by the District and by the employee in accordance to the guidelines established in the contracts and resolutions of the District.

1. For employees with a hire date before March 31, 2011 the District is contracted for a retirement formula of 2.5% @ 55 provided for by the Public Employees' Retirement Law at Government Code section 21354.4.

a. Effective July 1, 2015, the employee's total contribution for classic members shall be capped at 8% (PEPRA compliance).

b. All unrepresented employees at 2.5% @ 55 will continue to pay 12% of which 8% will be the Normal Cost (employee share) and 4% will be for the loan to enhance their retirement. This will last until August 2022 or until the loan is paid off, whichever will happen sooner. At that time these members would return to PEPRA compliance.

Commented [PKL6]: This this manual is for unrepresented employees, I clarified the term. If not, please edit.

2. For employees with a hire date after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013, the District is contracted for a retirement formula of 2% @ 60 provided for by the Public Employees' Retirement Law at Government Code section 21353.

a. Employees with a hire date after March 31, 2011 through December 31, 2012, or classic PERS members (as defined by PERS) hired by the District on or after January 1, 2013 will be responsible for paying a 7% employee contribution rate.

3. For employees with a hire date on or after January 1, 2013 who are new PERS members, as defined by PERS, the District is contracted for a retirement formula of 2% @ 62 provided for by the Public Employees' Retirement Law at Government Code section 7522.20(a).

a. Employees hired after January 1, 2013 who are also new PERS members (as defined by PERS) will be responsible for paying the statutorily mandated employee contribution rate of one half of the total normal cost per section code 20516.5 of the California Public Employees' Retirement Law.

B. Other Employee Paid Benefits

The District may make additional benefits available to employees at a cost.

C. Holidays

The District provides regular full-time employees 12 paid holidays on the days listed below:

- New Year's Day – January 1st
- Martin Luther King Jr. Birthday – Third Monday in January
- Presidents' Day – Third Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4th
- Labor Day – First Monday in September
- ~~Columbus Day~~Indigenous Peoples' Day – Second Monday in October
- Veterans Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Friday after Thanksgiving Day
- Christmas Eve Day- December 24th
- Christmas Day – December 25th

For most employees, if a holiday falls on Saturday, the holiday will be observed on the Friday before, and holidays falling on Sunday will be observed on the Monday after.

1. Regular full-time non-exempt employees will receive straight time pay for holidays. Paid holiday leave will be equal to the number of hours an employee regularly would have been scheduled to work had it not been a holiday.
2. Part-time Year-Round employees will receive straight time pay for holidays. Paid holiday leave will be equal to 6 hours.

To receive holiday pay, they must work the normal work day immediately before and after the holiday. If on approved leave (e.g., vacation) they will receive the holiday leave pay and that day will not be counted against approved leave accrual.

If an unscheduled day off is taken, then they will not receive holiday pay, unless a doctor's note can be provided. A full-time employee who is required to work on a District holiday shall be compensated at the rate of straight time for time actually worked. In no event shall such an employee be compensated for working a fixed holiday in excess of one and one-half (1 ½) times the employee's regular hourly rate of pay.

An employee must be in a normal regularly scheduled work status to receive holiday pay. Management can change or modify any of the holidays based on business needs. The District Administration Office is closed on the holidays listed above; however, other facilities and programs may be open on a holiday.

If a fixed holiday falls on a full-time employee's regularly scheduled workday, the employee shall be entitled to their normal work schedule for holiday time off. If a fixed holiday falls on an employee's regularly scheduled day off, the full-time employee shall be entitled to their regularly scheduled workday of holiday compensatory time. Holiday compensatory time must be used within 60 days. Upon termination or retirement, employees shall be compensated for any unused accrued holiday time at the then current regular hourly rate of pay.

D. ~~Educational Assistance Program~~

Commented [KD7]: We will delete this from the manual at this time. Our goal is to add this back to this document with succession/strategic planning.

~~The District recognizes that the skills and knowledge of its employees is critical to the success of the organization. The educational assistance program encourages personal development through formal education to maintain and improve job-related skills or enhance the ability to compete for reasonably attainable jobs within the District. Educational assistance is contingent on the annual budget of the District and its allocation for such educational purposes.~~

~~0. The District will provide educational assistance to regular full-time employees who have completed one year of employment with the District. Program criteria and funding are at the discretion of the District, and subject to change annually.~~

~~— To maintain eligibility, an employee must remain on the active payroll and be performing their job satisfactorily through completion of each course. All courses are to be taken at a time that does not interfere with the District operations. Veterans eligible for education benefits from the Federal Government or the State of California must maximize such benefits before applying for reimbursement under this program.~~

~~— The courses shall directly relate to the employee's current job duties; or any course, including outside the major electives, required for a degree or certificate in the field either directly related to the employee's current~~

~~duties, or a field in which the employee would have reasonable expectation of being promoted to while employed with the District.~~

~~— Eligible employees will be reimbursed for 75 % of their cost for tuition and books for each semester for a maximum of \$1,200 per fiscal year.~~

~~— An outline of the course(s) and written approval from the General Manager prior to registration must be submitted.~~

~~— Transcripts showing completion of the course with a passing grade of a "C" where letter grades of "A" to "F" are used, or successful completion defined as "pass" for a "pass/fail" course are required to be submitted.~~

~~— Receipts for tuition and books must be submitted within 30 days of course completion.~~

~~1. Employees must remain with the District for a minimum of one year after the completion date of any course for which Educational Assistance Funds were received. If they leave prior to one year, they will have 30 days from resignation or termination to reimburse the District for all educational financial assistance received. The District will pay the licensing fee whenever an employee is required to obtain a certificate, license or endorsement in order to carry out the duties assigned. The District will reimburse one time for the costs associated with successfully obtaining the certificate, license or endorsement.~~

~~For more information contact the Administrative Services Department.~~

A. Americans With Disabilities Act

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.~~

ARTICLE 5 - MANAGEMENT

A. Performance Evaluations

Each employee will receive periodic performance reviews conducted by his or her Supervisor. The first performance evaluation should take place approximately after the completion of the 90-day introductory period. Subsequent performance evaluations will be conducted annually (during the anniversary month of the employee's employment with the District, or month of last promotion). The frequency of performance evaluations may vary depending upon length of service,

job position, past performance, changes in job duties, or recurring performance problems. The Administrative Services Department will monitor upcoming dates of performance evaluations and will notify Supervisors of performance evaluations to be conducted.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. It is important to remember that increases are not granted automatically and that each job classification is assigned a salary range. Salary increases and promotions are solely within the discretion of the District and depend upon many factors in addition to performance. After the review, the employee will be required to sign the evaluation report simply to acknowledge that it has been presented, discussed with their Supervisor, and that they are aware of its contents.

B. Employee Property

An employee's personal property brought onto District premises, including but not limited to packages, purses, backpacks and vehicles, may be inspected upon reasonable suspicion of unauthorized possession of District property or possession of unlawful materials. Employees who do not wish to subject their property to search should not bring it onto District premises.

C. Cell Phone Allowance / Stipend Policy

Full time and part time year-round employees whose job duties include the requirement and frequent need for a cell phone will receive extra compensation, in the form of a cell phone allowance/stipend, to cover business related costs.

1. \$30.00 per pay period given to management and other exempt staff with the expectation that these employees will answer phone calls and respond to urgent emails after hours.
2. \$21.00 per pay period given to employees in a Supervisory/lead worker capacity with the expectation that these employees will receive emergency calls from staff after hours.
3. \$14.00 per pay period given to staff members who may be away from their desks or not provided a landline for extended business hours.

It is the intent of the District not to provide District owned cell phones. However, should a department need to have a District owned cell phone, which would be shared by staff in that department, the cell phone shall be used for District business only. Personal use is prohibited on all District owned cell phones. If personal use occurs, disciplinary measures will be implemented. The District may provide On-Call / Call Out cell phones to be used per this section.

Employees receiving an allowance/stipend should consult with either the Administrative Services Department or the designee prior to purchasing a phone to ensure compatibility with District systems. The employee must maintain an active contract.

If an employee has an active contract and is receiving the allowance/stipend and their cell phone is damaged and/or destroyed in the course of business, the District does not reimburse the employee for replacement of the same or similar device. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse and will result in immediate termination of the cell phone allowance/stipend. The District does not accept any liability for charges or disputes between the service provider and the employee. If prior to the end of the cell phone contract period, an employee decides to cancel the contract, or misconduct or misuse occurs, the employee will be responsible for any fees charged by the provider.

D. Auto Allowance

Employees may be provided an auto allowance at the discretion of the General Manager and based on their average mileage in a six (6) month period. Employees with an auto allowance may be reviewed every two years or as needed.

ARTICLE 6 -- STANDARDS OF CONDUCT/DISCIPLINE; OPEN-DOOR POLICY

A. Disciplinary Action

Violation of the law or District policies and rules may warrant disciplinary action. The District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, in any order, including termination. The District's disciplinary policy in no way limits or alters the at-will employment relationship where the employee may be terminated at any time with or without cause and is not subject to grievance or appeal.

Any and all steps may be used in any order, at any time, or may be skipped entirely, in the sole discretion of the District. Disciplinary actions may take one or more of the following forms in any order:

- Counseling Session
- Verbal Warning
- Written Warning

- Probation
- Demotion
- Reduction in pay
- Suspension with or without pay
- Transfer or reduction in working hours
- Withholding of wage increase
- Termination

B. Open-Door Policy / Grievance Process

Suggestions for improving the District are always welcome. If an employee has a complaint, suggestion, or question about their job, working conditions, or the treatment they are receiving, excluding any disciplinary action, the following steps should be taken:

1. ~~Appeal Review by~~ Supervisor

In order to minimize potential misunderstandings, ~~employees should~~ first discuss any problem, concern, or grievance with the ~~direct~~ Supervisor. It is expected that any problem or grievance is addressed as soon as possible after the occurrence of the problem. Supervisors will make an effort to promptly investigate the matter and attempt to resolve the problem or provide an explanation or, where warranted, propose a remedy within one week from the occurrence, unless circumstances require a longer period.

2. ~~Appeal Review by~~ Manager (as applicable)

If unsatisfied with the response or resolution by the Supervisor, the employee and their Supervisor may request an appointment with the Supervisor's direct report (Manager, or General Manager) within ten (10) working days, as applicable. The Services Manager or General Manager may then schedule an interview with the employee and attempt to resolve the problem within a reasonable period of time.

3. ~~Appeal Review by~~ Administrative Services Manager or Designee

Should an employee not receive an answer or resolution from his/her Supervisor or Manager which is satisfactory to the employee, the employee may refer the matter to the Administrative Services Manager for further review within ten (10) working days. The Administrative Services Manager may then schedule a meeting with the employee and attempt to investigate and resolve the matter within a reasonable period of time. If assistance is needed ~~with the complaint, or it is preferred to make a complaint in person~~, contact the Administrative Services

Manager. It is encouraged that employees bring the matter up as soon as possible if the ~~immediate~~direct Supervisor or Manager has failed to resolve it.

Commented [5E8]: immediate or direct? Not sure if we're going through for spelling/format yet, but we've used direct previously in this document Thoughts?

4. ~~Appeal Review by~~General Manager

If an employee remains unsatisfied with the response or resolution of the matter by his/her Supervisor, Manager, and the Administrative Services Manager, the employee may request an appointment with the General Manager of the District. The General Manager may, in their discretion, then arrange an interview with the employee and attempt to resolve the problem. The General Manager's decision will be considered final and conclusive for all parties.

This procedure is important for both the employee and the District and it cannot be guaranteed that every problem will be resolved to the employee's satisfaction. However, the District values observations and employees should feel free to raise issues of concern, in good faith, without the fear of retaliation. This procedure does not alter the at-will nature of employment with the District.

~~B. Conflict of Interest; Gifts; Gratuities; Political Activity Policy~~

~~Employees shall adhere to all applicable rules or policies and state law regarding conflicts of interest, and shall not take part in, or attempt in any manner to influence the consideration of any application, proceeding or other matter involving their own personal property, real estate, investment or other interest, or that of any relative or close personal acquaintance. In all such situations, the employee must disclose the nature of the relationship to his or her immediate supervisor and request to be relieved of any responsibility or involvement in such manner.~~

~~Employees shall not directly or indirectly solicit any gift or receive any gift whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form under circumstances which it could reasonably be inferred the gift was intended to influence them or could be expected to influence them in the performance of their official duties, or was intended as a reward for any official action on their part.~~

~~(a) — Gifts that will be shared with office staff, such as boxes of candy, flowers and food, may be viewed as exceptions provided, they are of minimal value and do not exceed limits imposed by law for gifts to public employees. All financial disclosure laws and regulations must be complied with.~~

~~(b) — An employee who is unsure of any questionable gifts or offers of gifts should immediately report the matter to a Supervisor or the Administrative Services Department.~~

~~Political activities of all employees shall be governed by the applicable provisions of State and Federal law.~~

Commented [PKL9]: Deleted Conflicts of Interest, etc. because it is addressed in the PPP.

ARTICLE 7 - WAGES

C. Payment of Wages

Paychecks are normally available by 4 p.m. every other Thursday at the Administration Office as outlined on the District's payroll schedule. Beginning July 14, 2016 paychecks will be mailed to the current mailing address on file; paychecks will no longer be available for pick up.

Commented [KD10]: Move to PPP

D. Payroll Records

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.~~

F.D. Unclaimed/Lost Paychecks

Until July 14, 2016 if any paycheck is not picked up by the employee within seven (7) days of the date issued, the check will be sent to the employee's last known address.

Checks lost or otherwise missing should be reported immediately to Accounting so that a "stop payment" order may be initiated. Management will determine when, and if, a new check should be issued to replace a lost or missing check.

Commented [KD11]: Move to PPP

G. Direct Deposit

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.~~

I. Pay for Mandatory Meetings / Training

~~Please refer to the Personnel Policy and Procedure Manual for this policy or contact the Administrative Services Department for more detail.~~

K.E. Overtime for Non-Exempt Employees

Employees may be required to work overtime as business necessities arise. For all non-emergency needs, the District will provide as much advance notice as possible to the employee of the need to work overtime as applicable with Federal and State laws. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The District will attempt to distribute overtime evenly. All overtime work must be previously authorized by a Supervisor. The District provides compensation for all overtime hours worked by non-exempt employees in accordance with Federal law as follows:

All hours worked in excess of regularly scheduled hours in one workweek will be treated as overtime. ~~A standard regular workday begins at 12:01 a.m. and ends at midnight 24 hours later. The workweek begins Saturday at 12:01 a.m. and ends Friday at 11:59 p.m.~~ Compensation for actual hours worked in excess of 40 worked hours for the workweek shall be paid in accordance with applicable law at the rate of one-and-one-half the employee's regular rate of pay to the nearest quarter hour

Commented [SE12]: Isn't this a choice made by the EE (overtime/comp time)? I thought it was something the CA legislature decided?

Commented [PKL13]: Sentence regarding workday and workweek was deleted because it is addressed in the PPP.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

L.F. Call in to Work

The District will pay a minimum of two hours of designated pay to employees who are contacted by and required by their immediate Supervisor or Crew Lead to report to work on a day other than their normally scheduled workday or after their normal workday has ended. This may involve emergency situations.

M.G. Shift Differential Pay

The District's normal business hours range between 6:00 am to 10:00 pm, Saturday through Friday. The District shall pay full time employees a shift differential of two-and-one half (2½%) percent for hours worked between 8:00 pm and 6:00 am.

N.H. Out of Class Assignments

If it is necessary to specifically assign in writing an employee all of the significant duties of a higher classification for more than 16 consecutive working days or more (128 regular hours) in duration, the employee so assigned shall be compensated at the minimum rate established for the higher class or 5% above the employee's regular base rate of pay, whichever is greater, with pay effective upon the date of the change of assignment. Under no circumstances shall the employee receive an amount greater than the maximum step of the higher class.

- a. This policy shall apply in temporary situations due to:
 - i. The extended leave or other temporary absence of the employee in the higher classification;
 - ii. Or if the position to be filled is vacant and there is no valid eligibility list for the classification. In this case, if the Division Head has initiated procedures to fill the vacancy, he/she may assign an employee to fill that position on a temporary basis not to exceed 60 days. If an eligibility list exists for the vacant position, the Division Head may appoint an employee from the eligibility list at the earliest possible date.

- iii. No regular positions shall be filled by out-of-class appointees for a period longer than 60 days, except when due to special circumstances such as extended leaves of absence or in cases of emergencies approved by the Administrative Services Manager.
- iv. Individuals hired specifically to temporarily fill a position vacancy due to illness, vacation, etc. are also excluded from working out-of-class.
- v. Individuals appointed to work out-of-class must meet minimum qualifications of the higher classification, must be capable of handling major duties of the higher-level classification without any more supervision than another would in the same job.
- vi. The mere performance of certain portions of the higher position or only performing the less difficult parts until the position is filled does not constitute working out-of-class.
- vii. When an employee is assigned to work in a higher-level classification that entails moving the employee into a different classification other than that which is his/her regular classification, the said employee shall not receive a change in his/her benefits. Similarly, a part time non-exempt employee temporarily filling a regular full-time position shall receive no benefits nor shall he/she be subject to retirement system payments.
- viii. While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular assignment.
- ix. At the time an employee returns to his/her regular assigned position, his/her salary should reflect the same salary rate he/she had previously, with any merit or salary adjustments added as appropriate. At any time during the out-of-class appointment, an employee may be removed from the appointment. Out-of-class appointments may not be made in excess of authorized budgeted funds without approval of the General Manager.
- x. Performing a specified work assignment for a short period of time. Examples of work assignments may include insecticide application.

The District will not pay employees who report to work but are unable to work due to the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the District's power to control.

ARTICLE 9 - SEPARATION FROM SERVICE /TERMINATION

A. Separation of Employment

Termination of employment is a regular and inevitable aspect of personnel activity within any organization, and many of the reasons for termination are routine. District management is not at liberty to divulge information concerning termination of employment except to the employee involved. Below are examples of some of the most common circumstances under which employment is terminated, either with or without cause, consistent with every District employee's at-will employment status:

Separation/Resignation: Employment termination initiated by an employee who chooses to leave the organization voluntarily, or by an employee who fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her Supervisor. An employee who desires to separate from employment shall submit a written resignation giving at least two (2) weeks' notice. The General Manager may consent to accepting less than two weeks as adequate notice to be considered in good standing.

Termination/Discharge: Employment termination initiated by the District.

Layoff: Involuntary employment termination initiated by the organization for reorganization, efficiency and/or economic reasons.

Retirement: Voluntary retirement from active employment status initiated by the employee.

Death of Employee: Immediate family should notify the District as soon as possible.

The District will generally schedule exit interviews at the time of employment termination. If a termination occurs on a non-work day, an exit interview will be scheduled the next business day. The exit interview will afford an opportunity to discuss such issues as continuation of employee benefits, suggestions for improving employment conditions, complaints, questions or the return of District owned property. Notwithstanding this practice, since employment at the District is "at will" and based on continuing mutual consent, both the employee and the District have the right to terminate employment at any time, with or without cause.

Employees will receive their final compensation upon termination in accordance with applicable Federal and State laws. An employee who has submitted their resignation will receive his/her final check the next pay period. For any other

reason for termination, the employee will receive their final paycheck within 72 hours. Any terminating employee will be paid for all work and accrued, unused vacation through the last day worked. Also, if applicable a prorated cell phone stipend.

The District does not generally make payments of “severance” compensation, other than salary and compensation amounts to which employees are entitled by law.

All District owned property and equipment, including vehicles, keys, cell phones, uniforms, identification badges, and credit cards must be returned immediately upon termination of employment. Employees who fail to return such property will be liable for the cost of replacement and/or other damages incurred by the District.

B. Reductions in Workforce

District may lay off an employee because of shortage of work, lack of funds, material change in duties or organization, or for other legitimate reasons. The District may, after consultation with employees and/or formally recognized employee organizations as required by law, consider alternative actions in order to minimize layoffs. The General Manager will identify those classifications which will be reduced which will minimize the impact and will meet the necessary reduction in force requirements as determined by the District.

In determining which employees will be subject to layoff, the District will take into account among other things, operation and requirements, the skill, productivity, ability, seniority and past performance of those involved.

Notification:

- a. No less than ten (10) working days before the effective date of the layoff, the appointing authority will notify Human Resources of the name(s), classification(s), and reason(s) for layoff of employee(s) being laid off.
- b. All regular District employees to be laid off will be given written notice from Human Resources or designee of the effective layoff date no less than ten (10) working days before the effective day of the layoff. Such notice will be hand delivered or sent by certified mail.

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EMPLOYEE COPY

*ACKNOWLEDGEMENT OF RECEIPT OF THE PLEASANT VALLEY RECREATION and PARK DISTRICT
EMPLOYEE MANUAL AND TERMS OF EMPLOYMENT*

I have received my copy of the Pleasant Valley Recreation and Park District's Employee Manual. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Manual.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the District. The District reserves the right to change my hours, wages, and working conditions and locations at any time. I understand and agree that other than the General Manager of Pleasant Valley Recreation and Park District, no Manager, Supervisor, or representative of the District has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board of Directors has the authority to make any such agreement and then only in writing, signed by the Board of Directors.

I understand and agree that nothing in the employee Manual creates or is intended to create a promise or representation of continued employment and that employment at the District is employment at-will; employment may be terminated at the will of either the District or me. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the District and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the District.

Employee Signature

Date

Employee Name (Please Print)

The information in this handbook supersedes all previously issued publications, documents or memoranda that would be in conflict with the provisions set forth herein.

TO BE RETAINED IN THE EMPLOYEE'S HANDBOOK