

RULES AND REGULATIONS
GOVERNING EMPLOYMENT CONDITIONS,
SALARIES, AND BENEFITS FOR EMPLOYEES
OF
PARADISE IRRIGATION DISTRICT

July 1, 2000 - June 30, 2004

Adopted by the Board of Directors of the PARADISE IRRIGATION DISTRICT

Resolution No. 2000-09 dated October 18, 2000

Amendment Effective July 1, 2001 – Certification Indexing

Amendments to Appendix A

Amendment by Resolution 2000-12 dated 12/06/00 – Schedules A and B

Amendment July 1, 2001 – 3% Salary Adjustment effective July 1, 2001

Amendment Effective July 1, 2001 – Correction to Schedule B-1 Range 12 - \$/ Hour

Amendment August 1, 2001 – Addition of Engineering Drafter Position Schedule A

Resolution No. 2002-05 Dated April 3, 2002 – Clarify Classifications and Standby Duties

Amendments to Appendix A

Amendment December 18, 2002 – Addition of Assistant Secretary Position Sch. A

Amendment July 2003 – 3% Salary & Budgeted Management Adjustments effective
July 1, 2003

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FOREWORD

The Paradise Irrigation District is a State Agency governed by a Board of Directors elected by the people. It operates under the authority conferred by the Water Code of the State of California. It makes no profit and is operated for the sole benefit of the lands and people within its boundaries. The benefits they can derive from it will be measured by the extent to which the people within the District and employees of the District cooperate to make it a success. Details of carrying out the Board's policies and desires are in the hands of full-time officers and employees who serve at the pleasure of the Board.

Employees of the Paradise Irrigation District are under Social Security immediately upon employment and are covered by the State of California Unemployment and Disability Insurance Program. The District has retirement, medical, dental, vision, life insurance and long-term disability plans for employees.

Employees are expected to be loyal to the District and are required to be friendly and courteous to the public and their fellow workers.

GENERAL DEFINITIONS

1. "District Officers" are those elected as provided in the Water Code of the State of California and consist of the Board of Directors.
2. Appointive officers or employees are those appointed by the Board of Directors and serve at the pleasure of the Board. They consist of the Secretary, Manager, Treasurer, and any other person whom the Board desires to appoint.
- d. "Department Heads" are the Manager and any other person whom the Board desires to appoint.
- e. "Continuous Employment" as used herein shall be calculated to include time spent on certain authorized leaves of absence, vacation, short-term disability, and sick leave.
- f. "Paid" status as used herein is considered to include any time where compensation is earned from the District. This would include vacation, sick leave, bereavement leave, jury duty, compensatory time off, regular pay and overtime.
- g. "Unpaid" status as used herein is considered as any time during any pay period where compensation is not received directly from the District. This would include time off due to worker compensation leave, pregnancy disability leave, unpaid Family & Medical Leave Act, unpaid leave of absence, etc.
- h. "Exclusive Recognized Labor Organization" for the purpose of this document (the four [4] year period through June 30, 2004), shall be the I.B.E.W. Local 1245.

ARTICLE I

Statutes Pertaining To Employer-Employee Relations

1. The PARADISE IRRIGATION DISTRICT is a public agency formed and existing under the laws of the State of California.
2. Government Code Sections 3500 through 3509 apply to and govern the employee-employer relations in the PARADISE IRRIGATION DISTRICT.
3. The International Brotherhood of Electrical Workers Union Local 1245 (IBEW) is recognized as the exclusive representative of the General Bargaining Unit.

ARTICLE II
Employee Organizations

1. The District may grant the exclusive status of a recognized employee organization to any employee organization which shall from time to time be designated by employees of the District as their representative on matters relating to employment conditions and other matters of employee-employer relations.
2. District may in its sole discretion ascertain and confirm from time to time by secret ballot or otherwise whether or not an employee organization holding the status of recognized employee organization is in fact entitled under the Government Code of the State of California to that status and in fact is the recognized representative of any employee.
3. Representatives of recognized employee organizations will be permitted access to District property to confer at reasonable times with District employees on matters of employer-employee relations, but such representatives shall not interfere with the work in progress, and shall request and receive the authorization of the District's Manager or his representative before entering the premises.
4. The District recognizes the right of recognized employee organizations to appoint Shop Stewards. The recognized employee organization shall notify the District in writing as to such Shop Stewards' identities and of subsequent appointments, if any. It is understood that employees appointed as Shop Stewards shall, nevertheless, be required to and shall work full time in their respective classifications and shall not interrupt the work of other employees. A Steward may, with the permission of their supervisor, leave their work during working hours for reasonable periods to investigate pending grievances and to present said grievances to representatives of the District. No Steward shall leave their job without first obtaining the permission of their supervisor, which permission may be withheld by the supervisor if, in the sole discretion of the supervisor, their presence is necessary for the safe conduct and efficiency of the operations.
5. The District shall provide and permit recognized employee organizations reasonable use of the bulletin board at the District corporation yard.
6. District will deduct dues of a recognized employee organization from the compensation of employees who execute appropriate forms authorizing the deduction. Each recognized employee organization for whom the deduction is made shall pay a service charge to District of no more that \$4.00 per month for expenses of District. Failure to make the payment shall be grounds for District terminating the deductions from the employee's compensation.
7. The District shall provide notice and input to the IBEW in the event the District initiates a movement to consolidate to another public or private agency the functions of the District. The District will provide for continuance of the terms of the agreement with IBEW.

In the event the District is taken over by a non-District, upon initiation of such action the District will assure employees of continuance of 90 days of employment or equivalent benefit.

8. The District has the right to rearrange its business, direct the work force, and institute such reasonable rules governing the conduct of business, as, from time to time, are deemed desirable, provided that no such rule shall be violative of applicable law.

ARTICLE III
Employee Status

A. Definitions

1. A "Regular Employee" is an employee who has successfully completed an initial evaluation period and continues employment with the District in a regular classification on a full-time basis. The duration of employment is indefinite.
2. An "Introductory Employee" is defined as an employee hired in a regular classification. An introductory employee will receive not less than the minimum rate for the job. Upon completion of at least six (6) months' continuous service with the District and upon being officially accepted by District as a regular employee, an introductory employee will be given the status of a regular employee. During the initial evaluation period the introductory employee may be terminated with or without cause, and the termination will not be subject to the Grievance Procedure. During the initial evaluation period, employees will not be eligible for any employee benefits herein provided other than overtime at the rates and under the terms specified hereafter, group health, dental, vision, long-term disability, retirement, and life insurance plans as they become available, and vacation accrued.
3. A regular part-time employee is an employee who has successfully completed an initial evaluation period and continues employment with the District on a part-time basis. The duration of employment is indefinite. If a regular part-time employee is normally scheduled to work at least 20 hours per week, certain benefits are provided on a pro-rata basis, according to hours worked. Eligibility and participation in benefit programs is fully subject to the provisions governing the District's group insurance plans and other benefit policies.
4. A "Temporary Employee" is an employee hired for an indefinite period not intended to exceed eight (8) months. These employees are not hired to perform work in a regular classification. A temporary employee will receive not less than the minimum rate for the job. A temporary employee may be terminated with or without cause, and their termination will not be subject to the Grievance Procedure. Temporary employees will not be eligible for any employee benefits herein provided, other than overtime at the rates and under the terms specified hereafter.
5. The District from time to time may employ persons pursuant to Federal, State and County employment subsidy programs calling for the payment either directly or indirectly by such governmental agencies of a portion or all of the salary of the employee. Under such programs, the persons will be employed at specially determined rates of pay as set forth in those governmental programs. Such employees will not be required or allowed:
 - a. To perform any work unless under the supervision or guidance of another District employee.
 - d. To perform work which is hazardous or dangerous unless under proper

supervision, and providing the employee has received proper instruction or training prior to performing the work.

- d. To operate heavy equipment or vehicles belonging to the District except after receiving proper training and under adequate supervision.
- d. Employees to be hired pursuant to this Section shall not be employed or utilized if by doing so it would displace a regular District employee or replace a regularly established position.

B. Introductory Employees and Applicants.

1. Unless otherwise approved by the Board, introductory employees shall be hired at Step A of the salary schedule by department head to fill a vacancy or an allocated position, and shall serve an initial evaluation period of at least six (6) months before becoming a regular employee. A satisfactory medical examination at District cost may be required and a pre-employment drug test indicating negative for safety sensitive positions will be required prior to final acceptance as an introductory employee. An introductory employee is subject to termination for any reason during the initial evaluation period.
2. All persons employed by the District are hired subject to salary deductions covering federal income tax, social security and State Disability insurance. District pays medical, dental (including orthodontic coverage), and vision coverage for eligible employees and their dependent(s) on the first of the month after sixty (60) days employment, group life for each employee after sixty (60) days, long term disability after ninety (90) days, and a retirement benefit for eligible employees.
3. A person returning from a District approved leave of absence without pay, or one who was separated from his position in good standing may, upon recommendation of the department head and the approval of the Board of Directors, be returned to the same salary for the position which they occupied on the effective date of their leave, or, resignation. Persons returning and not so recommended will be considered introductory employees.
4. Every officer and employee shall have an anniversary date, which is the first day of the month following the month of their regular status appointment to a particular class or position, except that if an officer or employee is appointed on the first working day of a month their anniversary date shall be the first day of that month.

C. Retirement

1. Retirement Dates

- a. Normal Retirement: Normal Retirement Date will be the first day of the month on or following a 65th birthday.

- b. Early Retirement: An employee with thirty (30) or more years of service may retire up to six (6) years prior to their Normal Retirement Date (NRD). From the date of such early retirement, District will continue to provide medical insurance benefits only, for the eligible retiring employee the same as medical insurance benefits provided to “Regular Employees”, as may be provided under District's insurance plan, through the month in which their NRD is reached. The employee will be asked to sign an agreement recognizing that if coverage under the District employee medical insurance plan cannot be provided or is of lesser coverage, the District will not be liable for providing replacement coverage, nor will the District make compensating monetary payments to the retired employee.
 - c. Late Retirement: Employees will be allowed to continue to work for the District as long as they are physically and mentally able to perform the duties of their assigned positions. The District reserves the right to discharge any employee, regardless of age, when in the opinion of the District such employees are unable to safely and adequately perform the duties of the job.
2. Information in regard to retirement benefits or elections is available from the District Manager. At least ninety (90) days before reaching Normal Retirement Date, District employees will be required to notify the District whether they will elect to retire upon that date. For purposes of alerting such employees to conditions of employment beyond the Normal Retirement Date, a letter will be sent approximately one hundred thirty five (135) days before that date.

ARTICLE IV
Wages and Other Terms and Conditions of Employment

A. Wages and Hours

1. The list of job classifications and applicable wage rates for the Paradise Irrigation District are set forth on Schedules A, A-1, B, B-1, C and C-1.
2. All employees shall have their wages calculated and paid every two (2) weeks. Pay periods begin at 12:00 a.m. every other Saturday. Pay periods will be scheduled by the District to provide for pay checks to be issued every other Friday (one week after the end of the pay period) unless that day is a non-work day for the District forces, in which case the pay day shall be the last preceding work day prior to the non-work day.
2. Payment for part of any pay period for officers and employees who are absent from duty for any reason not authorized by sick leave, disability leave, accrued vacation time, compensatory time off, or by special permission for a particular reason or purpose, shall be paid the net number of days or portion thereof they work in the pay period concerned. In computing this, the net working days shall be determined by applying the hourly equivalent to the hours actually worked, as shown on Schedules A-1, B-1, and C-1.
4. Temporary workers replacing an absent regular employee or authorized by the Board of Directors may be paid at an hourly rate set by the Manager using the Board of Directors approved Schedule of Classifications and Salary Ranges, Schedules A, B, and C.
3. The regular work hours for employees in field positions shall be eight (8) hours scheduled between 7:00 A.M. and 3:30 P.M., with one-half (½) hour off for lunch.
6. The regular work hours for employees in office positions except Assistant Engineer shall be seven and one-half (7½) hours scheduled between 8:30 A.M. and 5:00 P.M. with one (1) hour off for lunch. Regular work hours for Assistant Engineer shall be eight (8) hours scheduled between 8:00 A.M. and 5:00 P.M. with one (1) hour off for lunch. Flexible hours for office staff have been instituted to accommodate personal needs and to increase productivity. Flexible schedules must be worked out to attain 75 hours of work during each two week pay period. In accounting for hours during each pay period adjustments may need to be made for 7.5 hour Holidays. Office accounting, billing and customer service staff will compile a calendar monthly showing regularly scheduled days and hours off and must ensure that a minimum of two office accounting/billing/customer service positions are present during hours that the office is open without dependence on mid-management staff for coverage except for emergency situations. When scheduling anticipated absences such as vacation and sick leave for medical appointments the monthly calendar and office coverage must be considered. Scheduling must take into account District deadlines and regularly scheduled safety meetings. The duties of all accounting/billing/customer service positions must be covered on a daily

basis. Overtime will be considered to be earned when, after approval of the Manager, an individual works over 75 hours in the two (2) week pay period. Additionally, at the discretion of the District, overtime earned may be considered as compensatory time off, provided it is taken in a future pay period. The flexible hours program may be terminated at any time at the Manager's discretion.

The regular work hours for person(s) filling the classification of Mechanic may be altered by the District to 6:00 A.M. to 2:30 P.M. provided four (4) days prior notice shall be provided to the affected employee(s).

The regular lunch period for all employees shall be scheduled as near as practicable to the mid-point of the work period as the work in progress shall reasonably permit.

In an emergency, the regular work hours or work days may be rescheduled without prior notice by the District, providing regular work hours shall not exceed eight (8) hours on a scheduled work day. An emergency is defined as a sudden and unforeseen event giving rise to the need for immediate District action to protect the public interest.

The regular work hours or work days of any employee may be temporarily changed in non-emergency circumstances provided those work hours shall not exceed eight (8) hours for field employees or seven and one-half (7½) hours for office employees, with the exception of flexible schedules, on a scheduled work day and,

- a. such alteration of work hours shall be acceptable to the affected employees, or,
- b. the District provides the affected employees at least four (4) days prior notice of the change in work hours or work days.

6. Regular hours for the position of Lake Patrol shall be those necessary to adequately maintain the duties of the position recognizing those duties vary with the seasons, and are not necessarily consecutive. Regular hours are to be confined to eight (8) hours per day, except under certain conditions such as when responding to an emergency or a potential emergency condition.

If time worked in any workday exceeds eight (8) hours or a non-workday, those excess hours are to be reported to the immediate supervisor the following regular workday, and the Lake Patrol's hours within the same workweek may, at District discretion, be reduced by the same number of excess hours.

If regular Lake Patrol employee works excess hours which occur following a regular shift on the last day of a forty (40) hour week, those excess hours may be paid at the rate of time and one-half (1½) or accrued as compensatory time off at the rate of time and one-half (1½) to a maximum of one hundred fifty two (152) hours, at District discretion. Accrued compensatory time off shall be taken after November 30 of the year in which it occurred but before April 1 of the following year.

7. The basic work week shall be considered as five (5) working days of eight (8) work hours each for field employees and seven and one-half (7½) work hours for office employees with the exception of flexible schedules. An exception also applies to Water Treatment Plant Operators.

Work is to be scheduled so that each employee shall not work more than five (5) days in each calendar week, except that the District may require an employee to perform services in excess of five (5) days per week or eight (8) hours per day for field employees or seven and one-half (7½) hours for office employees.

No employee shall be assigned work in excess of sixteen (16) continuous work hours, except for Water Treatment Plant Operators, without providing a non-paid eight (8) hour break at the end of each sixteen hours of continuous work.

8. MEALS

- a. Non workday- When the District requires an employee to work on their non-workdays or outside of their regular hours on workdays, and the employee has not been given sufficient notice to enable them to prepare meals, the District will provide meals approximately every four (4) hours therefore, insofar as it is possible for the District to do so. The cost of such meals and a reasonable length of time necessarily taken to consume the meal will be at the District's expense.

- b. Workday- If the District requires an employee to perform work for two (2) hours or more beyond regular work hours, it will provide that employee with a meal and with meals at intervals thereafter of four (4), but no more than six (6) hours, as long as the work continues insofar as it is possible for the District to do so. The reasonable length of time to consume the meal and the cost of same will be at the District's expense. The Supervisor in charge may dismiss the employee who has worked no more than two (2) hours beyond regular work hours, in which case the employee would only be entitled to one-half (1/2) hour pay in lieu of a meal, or a meal without payment for the time to consume it.

- c. Meals provided during overtime hours will be reimbursed at the rate of:

Breakfast	\$8.00
Lunch	\$8.00
Dinner	\$12.00

9. Rest and Break Time: The District encourages its employees to take a 15-minute break in the morning and a similar break in the afternoon.

10. After each officer or employee is hired and before beginning actual work, they must furnish the payroll department with their Social Security number and fill out certain forms in connection with income tax deductions.

11. District will pay employees involved in distribution system installation, maintenance and operations positions, the compensation premiums designated below, provided they obtain certification from the American Water Works Association's approved certification program or California State Equivalent designation as required by the Department of Health Services for Water Distribution System Operators the additional compensation calculated at the following hourly rate:

<u>Grade</u>	<u>Amount</u>	<u>Positions Eligible</u>
<i>D-1</i>	19 cents per hour*	All
<i>D-2</i>	47 cents per hour*	**
<i>D-3</i>	75 cents per hour*	**
<i>D-4</i>	***	***

*Amounts to be indexed for COL annually from 5/1981. (COL is defined as U.S. Department of Labor, Bureau of Labor Statistics U.S. City Average Consumer Price Index for Urban Wage Earners and Clerical Workers [CPI-W]). NOTE: adjustments will be made July 1 of each year.

**Other positions requiring certification by any applicable regulatory agency.

*** The District and IBEW will meet and confer on this amount and the positions eligible if this certification is required by any applicable regulatory agency.

Interim Distribution Certification

Beginning January 1, 2002 positions requiring State of California interim Distribution Certification will be paid for the certification as follows:

Interim D-1 Certification:

\$.09 per hour additional, and upon successfully completing the State of California D-1 Certification test the full certification pay allowed a D-1 Certification.

Interim D-3 Certification

Full pay for State of California D-3 Certification.

12. District will pay employees assigned to Meter Shop involved in Backflow inspections which possess a valid California State Backflow Certification an additional \$.26 per hour, (to be indexed for COL annually from 5/1999).
13. District will pay an employee assigned to the duties of Safety Coordinator an additional \$.26 per hour (to be indexed for COL annually from 5/1999).
14. District will pay any employees assigned the duties of "Information Technology" (including Webpage design and maintenance) \$.25 per hour, (to be indexed for COL annually from 5/2000).

15. Payment of certification, fees, testing, etc.

a. CERTIFICATION RENEWAL PAY

The District will pay for Certification renewals for all regular full time employees holding the following Certifications: Distribution Operator, Treatment Plant Operator, Backflow Tester.

b. JOB RELATED TRAINING (CONTACT HOURS)

The District will pay for any job-related training, i.e. (contact hours as defined in Title 22 Code of Regulations, Division 4, Environmental Health, Chapter 13 Operator Certification), authorized for any position including transportation, housing, wages and meals.

c. EDUCATIONAL COURSES (SPECIALIZED TRAINING)

Individuals preparing for and taking tests for certification, i.e. (Specialized Training as defined in Title 22 Code of Regulations, Division 4, Environmental Health, Chapter 13 Operator Certification), will pay for the ~~education~~ tuition, testing, and books, and upon successful completion of classes and/or testing will be reimbursed for the costs incurred. All hours required to complete the course will be at the employee's expense. Any course taken through an Accredited Academic Institution such as Sacramento State University or the AWWA Water College will be considered as an educational course but may be used to satisfy contact hours.

d. CERTIFICATION TESTING TIME OFF COMPENSATION

The District will provide time off work with pay for an employee taking a certification or certification renewal test during normal working hours. If the employee fails to pass the test, the employee may be required to use vacation or compensatory time off to retake the test.

e. EDUCATIONAL COURSE REIMBURSEMENT

Any employee taking an educational course that is relevant to their job will be reimbursed for that course upon successful completion. Time spent attending classes and studying will be at the employee's expense.

f. CONTACT HOURS

Those personnel required to have a specified Certification for their position will be compensated for their Contact Hour Training as defined in section 15. b. JOB RELATED TRAINING.

Those personnel NOT required to have a specified Certification for their position but holding a certification will be compensated for their Contact Hours as defined in section 15. e. EDUCATIONAL COURSES.

B. Overtime Work

1. Overtime, except for Water Treatment Plant Operators, is defined as:
 - a. Time worked in excess of forty (40) hours in a work week, or 75 hours in a pay period for office, (not including time spent on standby as hereinafter defined).
 - b. Time worked in excess of eight (8) hours on a scheduled work day (not including time spent on standby as hereinafter defined), or time exceeding a normal “flexible scheduled” work week.
 - c. Time worked on a non-workday (not including time spent on standby as hereinafter defined).
 - d. Time worked outside of regular hours on a workday (not including time spent on standby as hereinafter defined).
 - e. Time worked on a holiday (not including time spent on standby as hereinafter defined).
2. Overtime compensation except for Water Treatment Plant Operators and Lake Patrol is defined as:
 - a. Overtime Compensation shall be paid at a rate equivalent to one and one-half (1½) times the regular rate of pay for “Regular”, “Regular Part-time”, “Introductory” and “Temporary” employees with the exception of those identified in paragraph (4) below. Overtime shall be computed to the nearest one-half (½) hour.
 - b. At the discretion of the District, employee(s) overtime may be accumulated up to a maximum of seventy two (72) hours straight time.

The accumulated overtime hours shall be allowed to be used normally during winter months as compensatory time off (C.T.O.) with prior authorization of the District, at the rate of one and one-half (1½) compensatory time off hours for each straight time hour worked in overtime.

Upon termination any accrued compensatory overtime off hours shall be paid at one and one-half (1½) times the employee’s current straight time pay rate.
2. All overtime work must be approved by the District Manager. Said work and personnel will be scheduled to minimize overtime work as much as possible.
3. The following position and any future designated positions are considered to be exempt from overtime compensation; however, the District provides compensatory

time off at straight time to employees in these positions in-lieu of overtime payment. The classification(s) follows:

- (1) *Manager

Appointive officers or employees shall receive only compensatory time off for overtime worked in the event of an emergency or public necessity, unless otherwise authorized by the Board. The District Manager shall approve and schedule the taking of compensatory time off.

5. Overtime worked by an employee shall be reported to the department head on the first workday following the performance of such work.

C. Standby Duty

The District shall establish a list of employees eligible to perform work after regular work hours and upon weekends and holidays. The list shall be developed from those who, in the judgment of the Manager, are qualified to perform such work. The first name and sequential names on the list shall be rotated on a weekly basis. Standby Duty periods shall be seven (7) consecutive days beginning at 8:00 A.M. on Friday and ending at 8:00 A.M. the following Friday. Calls to Standby Personnel shall be made in the order in which the names appear on the list. The first name upon the list shall be entitled to payment in the amount of two (2) hours on weekdays, three (3) hours on each weekend day, and ten (10) hours on each observed holiday, at the employee's regular straight time hourly rate of pay. This payment shall compensate the employee for any telephone calls which may be received outside of normal work hours. The first employee shall be entitled to take home a vehicle of the District. That employee shall not be required to remain at their home, however, employee must be within a 30-minute response time. Standby time for the first employee on the list shall be deemed to include only the time expended in answering calls or in the routine inspection of District's plant facilities. The time spent at home shall not be deemed to be work time nor shall the employee's home be deemed to become his or her place of work.

If the first employee on the list is called out, and/or if other employees are called out, compensation shall be payable for the time expended from the time of leaving their home at the rate of time and one-half (1½) computed to the nearest one-half (½) hour but in no event less than two (2) hours for the call out. Additional calls received prior to the employee's returning home shall be considered a continuation of the original call out and shall not create a new two (2) hour minimum call out.

REQUIREMENTS AND DUTIES

Requires the possession of State of California Water Distribution Operator Certification Grade D-1.

Responds to emergency calls concerning leaks, alarms at District facilities, pressure complaints, no water complaints, water quality complaints, pump failures. Determines

necessary action, whether repairs are needed immediately or not. Assembles necessary crewmembers if repairs are necessary, helps to coordinate and assists with repairs. Collects funds on delinquent payments and turns on water meters. Assists Town fire department in the event of high fire flow demands. And performs other emergency standby duties as necessary.

D. Promotion

1. When other than temporary vacancies occur which the District intends to fill on a regular basis, the District will post vacancy notices for that position on all bulletin boards. Vacancy notices will be posted for a period of one (1) calendar week, and will set forth the date of posting, the nature and location of the job, its duties, qualifications and the rate of pay for the position. Employees may submit applications for such vacancies in writing to the District Office. The District need not consider the application of any applicant who does not, in District's estimation, possess the knowledge, skill, efficiency, adaptability and physical ability required for the job for which the application is made.
2. In filling vacancies, the District will give consideration to the employee's length of service with the District, and whether the applicants submitting applications for the vacancies possess the knowledge, skill, efficiency, adaptability and physical ability required for the job, among other relevant considerations. Regular employees who apply for consideration of promotion to a higher regular job classification than they currently hold will, if promoted to that position, serve an initial evaluation period of at least six (6) months before becoming a regular employee in that position. Should that employee not satisfactorily fill the requirements of that position they may be moved back to their previous position at their previous pay scale.
3. Whenever a vacancy occurs in any regular job classification, the District may in its discretion leave that position vacant or temporarily fill such vacancy.
4. If a regular employee of the District shall be temporarily assigned to fill a higher classification than that employee's regular classification, and if the employee shall perform the duties for a minimum of one (1) hour during any workday, the employee shall be paid for actual hours worked in the higher paid classification at the rate of pay of the higher classification, in the step next higher to their normal rate of pay.

E. Layoff

1. When it becomes necessary for the District to lay off regular employees, the District will give employees involved as much notice as possible; but in no event will employees receive less than two (2) weeks notice of layoff. Where introductory or temporary employees are laid off no notice is required. District in determining what employee or employees to lay off, will give consideration to the ability of the employee to perform in classifications in which they are qualified as well as length of service with the District.

F. Grievance Procedure

STEP 1: The initial step in the adjustment of a grievance shall be a discussion between the employee and/or their designated representative and the Supervisor. The Supervisor has five (5) workdays in which to consider the matter before making their reply to the appropriate party initiating the discussion. The discussion shall take place at such time as not to interfere with the work in progress.

STEP 2: If the Grievance is not satisfactorily settled as provided in Step 1 above, it shall then be reduced to writing by the individual employee and/or their designated representative and presented to the District's Manager. The written Grievance shall contain all facts pertinent to the case including what conditions of employment the District is alleged to have violated and the correction or action desired. The District's Manager shall reply in writing within fourteen (14) calendar days after receipt of the Grievance setting forth their position on the matter. If it is determined it would serve any purpose in resolving the Grievance either party referred to in Step 2 may request a meeting with any or all persons involved during the exchange of written documents.

STEP 3: If no disposition is arrived at as provided in Steps 1 or 2, either of the aforementioned parties may within ten (10) calendar days following the Manager's written reply request a hearing, which shall be held within thirty (30) calendar days of the request, with the District's Negotiating Committee. The party filing the Grievance shall present to the Chairman of the Negotiating Committee a written statement containing all facts pertinent to the case. This Committee shall conscientiously endeavor to effect a settlement with the individual employee and/or their designated representative.

STEP 4: If no disposition is arrived at as provided in Steps 1, 2, or 3, the employee and/or their designated representative may no later than ten (10) days following termination of the hearing or hearings before the District's Negotiating Committee, request a hearing before the Board of Directors of the District. The Request for Hearing shall be in written form and shall be accompanied by copies of any written presentations and responses prepared and used in Steps 2 and 3. The Board of Directors shall then arrange for a hearing, to be held no later than forty-five (45) calendar days of receipt of the request, on the matter in which the Board may request any employee, person or any other party to be present. The employee filing the grievance and requesting the hearing shall have the right to present their grievance, or if they choose, to designate a representative who may present the grievance to the Board of Directors on their behalf. The rules of evidence under California law shall not apply to the hearing before the Board, and the Board in its discretion may limit the time to be used in the hearing. The Board of Directors shall consider fully presentations, discussions, statements and documents presented to it and shall make a decision on the matter. The decision of the Board of Directors of the District shall be final and binding upon the employee and/or their designated representative, and no right to rehearing shall exist. Decisions of the Board will be based upon established Rules and Regulations as contained herein wherever applicable.

G. Miscellaneous

1. Operators' Licenses are required of all employees operating District automobiles and automotive equipment. District will pay the license fee (less any Class C license fee), medical exam fee, and provide training for incumbent employees, in obtaining and renewing a Class A license. However, the District will pay a single fee; if retakes are required to obtain the license this cost will be the employee's expense. If needed, District will provide the necessary vehicle used for obtaining the Class A license. Also, subject employee must be insurable by District's insurance carrier. All new hires must satisfy this requirement prior to being hired, or, at District discretion, within the new hires' six (6) month initial evaluation period.
2. Should an employee fail to maintain the driver's license required for the job, the District may allow the employee up to sixty (60) days to obtain a proper reinstated license, during which time the employee may be assigned "non-driving" duties at the District's discretion. If, after sixty (60) days, an employee does not possess the appropriate license they may be terminated.

An extension of time may be granted by the Board depending upon the particular circumstances and the District's needs.

H. Special Conditions - Water Treatment Plant

The Following provisions apply to employees assigned to the water treatment facility.

1. Water Treatment Plant Operators, other than the Water Treatment Plant Superintendent and Water Treatment Plant Maintenance Mechanic, work on a shift/work schedule. "SHIFT WORK" is considered work as specified hereinafter, that is a 24-hour shift, and will also include a 40-hour work week of eight (8) hours per day which Water Treatment Plant Operators will work on a rotating basis.
2. SHIFT WORK: When engaged in SHIFT WORK, Operators are required to perform a 24-hour shift. The first eight (8) hours of the shift are considered a regular workshift. The second eight (8) hours of the shift are considered a light duty/monitoring shift. The first two shifts will be considered hours worked. The final eight (8) hours of the shift are a sleep shift and are not considered time worked. If during the sleep shift, the operator does not receive an uninterrupted five (5) hours of sleep during a normal sleep period due to an alarm call-out, then the operator shall receive pay for the entire eight (8) hour sleep shift. Any work required, during a 24-hour shift, after the first sixteen (16) hours is considered overtime and is paid at the rate of one and one-half (1½) times the SHIFT WORK hourly rate. Any hours worked in excess of forty (40) hours per week is paid at the rate of one and one-half (1½) times the operator's hourly rate.

Every twelve (12) weeks, Water Treatment Plant Operators will work a straight time work schedule of forty (40) hours in five (5) days for a period of four (4) weeks. Overtime worked during this scheduled period will be paid at the rate of one and one-half (1½) times the operator's hourly rate.

3. HOLIDAYS: Water Treatment Plant Operators are entitled to ten 8-hour holidays as any other regular full-time employee. Holiday work will be determined by the starting of a scheduled shift on the date of the observed Holiday.
 - a. When an observed Holiday falls on an employee's normally assigned SHIFT WORK the employee shall be entitled to eight (8) hours of regular pay and time and one-half (1½) for the assigned hours of the shift. Sleep time is non-work time.
 - b. When an observed Holiday falls on an employee's Normal day off the Holiday (eight [8] hours) shall be paid as a Holiday at the operator's hourly rate.
4. SICK LEAVE: Should a SHIFT WORK operator be unavailable due to illness, the straight time work operator for that period may perform SHIFT WORK coverage as requested by the Water Treatment Plant Superintendent, after which that person will not return to work for twenty four (24) hours. That operator may work an additional eight (8) hour shift to ensure a forty (40) hour pay period.
 - e. The Water Treatment Plant Operator's hourly rate will be equal to the "HOURLY RATE" for the Range and Step which the operator has attained, as found in Schedule C-1 of District's "Rules and Regulations Governing Employment Conditions, Salaries and Benefits for Employees."

- I. Nepotism Policy - It is well accepted that employment of relatives in the same area of an organization can cause serious conflicts and problems with favoritism and employee morale. In these circumstances, all parties, including supervisors, leave themselves open to charges of inequitable consideration in decisions concerning work assignments, transfer opportunities, time-off privileges, training and development opportunities, performance evaluations, promotions, demotions, disciplinary actions, and discharge.

In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

It is the District's policy that relatives of persons currently employed by the organization may be hired only if they will not be working directly for or supervising a relative. The current status of employees as of June 30, 2000 will not be affected by this policy.

If already employed, they cannot be transferred or promoted into such a reporting relationship. If the relative relationship is established after employment, the District will decide if a transfer is feasible and who is to be transferred.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment.

For the purposes of this policy, a relative is defined to include spouses, parents, children, brothers, sisters, brothers and sisters-in-law, fathers and mothers-in-law, stepparents, stepbrothers, stepsisters, and stepchildren. This policy also applies to individuals who are not legally related but who reside with another employee.

ARTICLE V
Benefits

A. Workers Compensation Insurance

Compensation for on-the-job accidents is provided by District through a Workers Compensation Insurance Plan. It shall be the duty of all officers and employees to make an immediate report of accidental injury while working to their supervisor. Any recurrence of an old injury requiring medical treatment or hospitalization also must be reported immediately. Failure to do so will result in delay of compensation, or more serious difficulties including the possibility of disciplinary action for not reporting in a timely manner. Sick leave (if available) may be used for the initial three (3) days waiting period under an approved workers compensation claim, however, it may not be used to supplement workers compensation benefits for the lost time at work due to an industrial injury or illness.

Workers Compensation - Return to Work

For physical injury claims and stress related claims the District will require a full medical release from the treating physician prior to returning to work.

Employees who are incapacitated because of covered job related injuries or illnesses and cannot return to their prior duties, may be offered vocational rehabilitation if they are medically qualified and able to accept other employment.

The District offers a modified duty return to work program to allow employees suffering from job related injuries time to heal while performing modified job duties. The intent of this policy is to temporarily offer an affected employee time to heal while still being somewhat productive. Such opportunities are limited and the District may only offer such work for a time consistent with satisfying its operating needs.

B. Social Security

Social Security deductions are made beginning with the new employee's first salary check, as required by law.

C. Medical Insurance

Medical, dental, vision and hospital benefits, such as may be provided under District's insurance plan, begin on the first of the month following sixty (60) days of continuous employment and upon the applications of eligible employees being processed and accepted by the insurance carriers. District will pay the cost of the premium for eligible employees to the extent described below:

1. The full premium for dental (including orthodontic coverage) and vision coverage for employees and their eligible dependents.
2. The full medical and hospital insurance coverage premium for the employee and their eligible dependents.

3. The District shall reimburse the cost of employee flu and poison oak immunizations only, not the cost of associated doctor's visits, unless the immunization is first approved and then obtained through District's recognized physician

Continuation of Coverage: Employees, their spouses and dependents covered by District health, dental and vision plans may have the right to choose a temporary extension of benefits at group rates, plus a small administration fee, in certain instances where coverage under the plans would otherwise end. Information regarding this extension of benefits (COBRA) is available at the District Office.

The employee or a family member has the responsibility of notifying the District of a divorce, legal separation, or a child losing dependent status under the plans within sixty (60) days of the change. Employee may be responsible for the additional cost of coverage should this notification not occur. Paradise Irrigation District has the responsibility to notify the administrators of the plans, of the employee's death, termination of employment or reduction in hours, or Medicare eligibility. When the District is notified that one of these events has happened, the District will in turn notify the employee that the employee or family member has the right to choose continuation coverage. The employee or family member has sixty (60) days from the date they would lose coverage because of one of the events described above to inform the administrators of the plans that the employee or family member wants continuation coverage.

D. Retirement

A retirement plan is offered to employees who are eligible and who wish to participate. The District contributes to such plan on behalf of the employees in accordance with such plan. Employees not electing to be a part of the retirement plan shall not receive any part of the sum that the District would have contributed to such retirement plan. (See "Article III, Section C, Retirement" for information concerning retirement status. The District will contribute 10 ½ % of the employee's base pay to the retirement plan.

E. Unemployment and Disability

California State Unemployment and Disability benefits are provided by the California State Employment Development Department. Currently District funds the Unemployment Insurance Plan and the employee pays the required premium for State Disability Insurance..

F. Long-Term Disability Program

Long-term disability coverage is provided for eligible disabilities with a ninety (90) day elimination period and 66.67% of pre-disability earnings as defined and governed by the District's Long-Term Disability insurance plan with its carrier.

G. Life Insurance

District provides each regular full time, and regular part time employee a Life Insurance Policy in the amount of \$40,000.00 effective on the first of the month following completion

of sixty (60) days of work. In addition, employees have the option to purchase an additional \$40,000.00 Life Insurance through payroll deduction.

H. Flexible Benefits Plan

District will provide a Flexible Benefits Plan for dependent care assistance and for medical reimbursement. A copy of this plan will be provided to all eligible employees at Plan inception. The purpose of this plan is to provide employees of the District a Dependent Care Assistance Plan, and Medical Reimbursement Plan maintained by the PID. This plan is intended to qualify as a “cafeteria plan” under Section 125 of the Internal Revenue Code of 1986, as amended, and is to be interpreted in a manner consistent with the requirements of Section 125. Each employee whose employment is considered to be regular full-time will be eligible to participate in the Plan. An employee will become a Participant on the later of (a) the effective date or (b) the first day of the month following the date he or she becomes eligible to participate under the preceding sentence. If an employee does not elect to become a Participant on the first date of eligibility, such employee may elect to become a Participant on the first day of any subsequent Plan Year.

I. Observed Holidays - Holidays are established as follows:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Friday after Thanksgiving
9. Christmas Eve
10. Christmas

Holidays occurring on a Sunday are normally observed on the following Monday. Holidays occurring on a Saturday are normally observed on the preceding Friday.

Employees on unpaid leaves of absence, for any reason, at the time of a Holiday observance will be ineligible for Holiday pay.

J. Vacation

Vacation leave for full time positions shall consist of: twelve (12) working days during the first ten (10) years of continuous employment; seventeen (17) working days after ten (10) years' continuous employment; twenty two (22) working days after fifteen (15) years' continuous employment; and twenty-seven (27) working days after twenty (20) years' continuous employment. Vacation will accrue only when on “paid” status. Vacation is earned each pay period and is available upon completion of each pay period. Vacation shall not accrue when on “unpaid” status.

On the fifth (5th) anniversary following the date of employment and in each fifth (5th) anniversary thereafter, the District shall grant each employee a service anniversary vacation of five (5) workdays with pay. A service anniversary vacation shall be in addition to the annual vacation allowance to which the employee may be otherwise entitled in that year and an employee who terminates employment with the District prior to reaching a fifth (5th) anniversary shall receive credit for one working day's vacation for each full year's continuous employment since the previous fifth (5th) anniversary or their original date of employment. The service anniversary vacation must be taken within one year of the date it is earned. The service anniversary vacation provided herein shall not be retroactive and shall accrue only if such dates fall after July 1, 1974.

Absence because of injury or sickness which is covered by accumulated sick leave shall not be a bar to the granting of annual vacation as herein provided. The granting of any leave of absence without pay exceeding fifteen (15) calendar days shall cause the employee's eligibility date for the annual vacation to be postponed a number of days equal to the number of calendar days the employee is on leave without pay, less the first fifteen (15) calendar days of such leave.

All earned vacation shall be taken during the next year following the year in which it is earned.

Introductory employees may accumulate vacation but may not take time off until the initial evaluation period is completed.

Vacation periods are to be arranged with the employee's department head so that the time off will not interfere with the normal operation of the District.

Eligible employees about to be laid off and those whose employment is otherwise terminated shall be paid for any earned but unused vacation as described above.

Vacation Buy / Sell Program

Employees who have been employed by the District for more than one year may sell to the District up to forty (40) hours of accrued unused vacation time upon thirty (30) days prior notice, provided that the employee takes a minimum of one half (1/2) the vacation time to which they are entitled within the same annual vacation period of the sold vacation time. An employee who has been employed by the District for more than one year may also buy from the District up to an additional forty (40) hours of vacation time within any calendar year for use during the same calendar year, provided that full and complete payment has been made for the purchased vacation time by salary modification prior to use of the vacation time.

K. Sick Leave

All existing sick leave accumulations prior to November 1, 1997 will be separately banked and available for employee use in the event new sick leave accounts are exhausted. Sick leave is provided to eligible regular employees at the rate of three fourths (3/4) of one working day per month, beginning with their seventh month of continuous employment and

subject to successfully concluding their initial evaluation period. Sick leave continues to a maximum accumulation of ninety (90) working days. Sick leave is defined as absence from duty due to illness of employee or immediate family, non industrial injury or quarantine due to exposure to contagious disease. Starting the first working day of illness, non-industrial injury or quarantine due to exposure to contagious disease, the employee shall be paid at the rate of their base pay if they have sick leave available. Manager may require Physician certification for any sick leave absence of three (3) or more consecutive working days.

1. Immediate family includes: parents, children and spouses and are defined as follows:

A “child” means a biological, adopted or foster child, a stepchild, a legal ward or a child an employee has accepted the duties and responsibilities of raising, such as where a grandmother raises her grandchild.

A “parent” means a biological, foster or adoptive parent, a stepparent or a legal guardian. Mothers-in-law, fathers-in-law and grandparents are considered “parents” for the purposes of this law.

Sick leave will accrue only when on “paid” status. Sick leave is earned each pay period and is available upon completion of each pay period. Sick leave will not accrue when on “unpaid” status.

Beginning November 1, 1997 and each November 1 thereafter, a sick leave bonus will be awarded to active regular employees who have not used more than six (6) scheduled work days of such leave during the preceding year worked. Eligible employees will receive either three (3) days of base pay or three (3) days off with pay at times convenient to the District and the employee.

In addition, eligible employees who have a perfect attendance record for a consecutive eight (8) week drawing period, will be eligible for a random drawing. A schedule will be prepared annually and posted. For the purpose of this award program, perfect attendance means periods of actual work performance, and planned, pre-approved absences for vacation, holidays, scheduled jury duty scheduled medical and dental appointments and family death leave. The selected individual will receive \$100 or a scheduled day off with pay at a time convenient to the District and the employee.

Accumulated vacation time or compensatory time off shall be used for sick leave at base pay rate after available sick leave has been exhausted.

If a holiday falls on the first or last day of a sick leave, full payment will be made for such a holiday. If the holiday occurs on other than the first or last day of a sick leave, it will be treated as part of the sick leave.

Those eligible employees “not in the general unit” will accrue sick leave at the rate of one (1) working day per month to a maximum accumulation of ninety (90) working days. Annually, November 1, they may elect to receive up to three (3) days pay or three (3) days vacation or any combination in exchange for unused sick leave for the twelve (12) months

preceding November 1. These employees are not eligible for other sick leave bonus programs.

Payment will be made for unused sick leave up to a maximum of thirty (30) days to regular employees upon normal retirement from the District or at layoff as defined in Article IV, Section E. at the then current base pay rate of the retiree, or at the employee's option, the payment may be held by the District to prepay health premiums.

Available sick leave may be used for the initial three (3) day waiting period under an approved workers compensation claim; however, it may not be used to supplement workers compensation benefits for the lost time from work due to an industrial injury or illness.

L. Fitness for Duty

The District retains the right to have a reasonable fitness for duty requirement.

M. Leave of Absence With Pay

Leave of absence with pay for full time officers and employees shall be granted by District in the following cases:

Upon the death of an employee's child (defined in Article V, Section K.1.), spouse, parent, (defined in Article V, Section K.1.) brother, sister, grandparent or grandchild, a period not exceeding three (3) consecutive working days.

For jury duty, official subpoena, or serve as a witness in court, the District provides normal base pay less any jury duty pay or witness fees received by the employee. The employee may keep any court reimbursements for mileage associated with jury duty. This provision shall not apply to personal court or legal action.

Leave of Absence Without Pay

Leave of absence without pay may be granted by the District Manager or the Board of Directors for the following reasons:

- a. Illness or short term disability;
- b. Family Leave;*
- c. Pregnancy Disability Leave (PDL);**
- d. To take an educational course which will increase the employee's usefulness upon return to work;
- e. For personal reasons acceptable to the District Manager or the Board of Directors;
- f. For military service.

A leave of absence without pay may be for a period not exceeding one (1) year, except for military service when such service exceeds one (1) year.

*Family Leave: The District will grant eligible employees, with at least one year of continuous service up to 12 weeks of unpaid leave in a 12-month period for family care responsibilities and for the employee's own serious medical condition. The purpose of the family leave is to provide the employee with the right to take time off from work to bond with a child, to care for a family member or to recover from a serious illness without jeopardizing their job. The one-year period in which employees are entitled to take up to 12 weeks of FMLA leave is not a fixed period. The one-year period is determined on a rolling basis at the time an employee requests FMLA leave. Each time an employee requests FMLA leave, the immediately preceding 12-month period will be reviewed to ascertain the employee's remaining leave entitlement. Each time an employee requests FMLA leave, his/her remaining leave entitlement will consist of any balance of the 12-week entitlement which has not been used during the immediately preceding 12 months.

Example 1:

Employee X has the following FMLA leave record:

January 1, 2000:	3 weeks
April 1, 2000:	2 weeks
June 1, 2000:	3 weeks
November 1, 2000:	4 weeks

Employee X requests additional leave on December 1, 2000. Employee X has already used 12 weeks of FMLA leave within the immediately preceding 12 months, and therefore is not entitled to additional FMLA leave as of the date of the request.

Example 2:

Based upon the same leave record, Employee X requests additional leave on February 1, 2001. January 2000 no longer falls within the immediately preceding 12-month period. Employee X is entitled to take up to an additional three weeks of FMLA leave, assuming the reason for the requested leave qualifies for leave under the Family & Medical Leave Act.

Requested leaves must be submitted in writing and be approved in writing by the Manager before the leave begins. (Leaves over thirty [30] days must also be reviewed by the Board of Directors Personnel Committee.) In cases where it is impractical to submit this request before the leave begins, it shall be submitted as soon as possible after the requested leave begins.

The District will maintain coverage under any group health plan for the duration of the leave (for a maximum of twelve [12] weeks) and under the conditions of coverage that would have been provided had the employee been employed continuously during the leave. If the employee fails to return to work at the end of the leave period, the District has the right to collect the cost of the health benefit premiums from the employee. An employee who returns to work for at least thirty (30) days is considered to have "returned to work".

**Pregnancy Disability Leave (PDL): Any full or part-time regular female employee who is disabled by pregnancy, childbirth, or a related medical condition will, upon written request, be granted a pregnancy disability leave of absence (PDL) without pay not to exceed four (4) months.

An employee who is granted a PDL may utilize any accrued sick leave benefits and earned vacation benefits during the period of her leave. Any portion of the leave that occurs after all sick and vacation benefits have been exhausted shall be without pay.

Group insurance benefits and premium payments ordinarily provided by the District will remain in effect until the end of the month in which the leave terminates. Employees are expected to pay the full costs of these coverages thereafter. Employees are requested to notify the Manager that arrangements have been made with the Office Manager to pay for the costs of such coverages before the leave(s) begin(s).

Employees who require a PDL must notify their supervisor or the Office Manager in writing as soon as possible. These written notices should specify the commencement date(s) of the leave(s), the expected duration of the leave(s) and be accompanied by a signed physician's statement of disability.

Written extension requests for PDL, not to exceed the four (4) month limitation, must be received by the Manager prior to the expiration of the approved leave(s) or within three (3) days of an absence. Employees who do not report for work at the end of an approved PDL will be considered to have voluntarily resigned. Employees returning from a PDL shall be required to provide a physician's statement that indicates that they are medically able to return to work.

For employees on PDL, the District guarantees reinstatement to the same or similar job with the same or similar duties, pay, and location unless granting such a leave would substantially undermine the District's ability to operate the business safely and efficiently. Employees on PDL will be credited with all service prior to the commencement of their disability, but not for the period of their disability.

N. Security

Security is important to everyone. Employees are asked to not discuss the security of the District premises or services with any individual not employed by the District. Additionally, neither the District nor its insurance carriers take any liability for an employee's personal belongings. Employees are encouraged to secure personal belongings to the best of their ability.

Since the District retains the right to search any District property or facility at any time (including employee-assigned desks, files and computer systems), if employees have anything of a private nature they do not want to be subjected to discovery during such searches, these items should be kept in the employees' briefcases, purses or lunch bags.

O. Dress and Grooming Standards

While the PID has no formal dress code, it is expected that all employees will dress in a manner consistent with good business practices. If for any reason an employee cannot dress in accordance with good business practices, or has a question about appropriate dress, the employee should discuss it with his/her managers.

1. Professional clothing is not required on a daily basis.
2. Professional clothing should be worn on days when professional contact is expected, including committee meeting days.
3. The basic rule is: “nothing too tight, short, ragged or dirty”

If in doubt, don't wear it!

4. Uniform Policy – In the interest of providing for a more uniform and presentable appearance of District employees and more readily identifying District employees servicing the community, the Paradise Irrigation District is supplying uniforms, shirt and pants, for each Meter Shop, Transmission & Distribution, Treatment Plant, and Lake Patrol employee at no cost to the employee. Each employee who is provided a uniform shall wear that uniform while on duty, however, the supervisor may waive this requirement when it is considered impractical. Each employee is responsible for the uniforms supplied to them. The laundry supply company will launder the uniforms, however, those personnel who chose to launder their uniforms themselves are responsible for keeping them clean and in good repair. Employees who lose uniform garments or damage uniform garments through negligent use will be responsible for paying for the replacement of said uniform garments.

To the extent that the budget is not negatively affected some employees may opt to wear denim pants not supplied by the District. The District will reimburse those employees, who chose this option, funds equal to the weekly value of renting uniform pants. Employees who supply their own denim pants must keep them clean and in good repair. No torn or ragged pants will be allowed. Those personnel choosing to supply their own pants will be obligated to continue doing so until the next fiscal year.

In the event that too many personnel should chose the option of supplying their own denim pants, thereby causing a unit price increase in uniforms costing the District more money, that option may be discontinued by the District, thereby requiring all personnel to wear the uniform pants provided.

P. Lakeshore Recreation & Boating Permits

District shall provide to all regular employees of the District free Lakeshore Recreation and Boating permits under the same terms and conditions as such permits are issued to the public. Upon termination of employment the free permits shall lapse with no further force and effect.

Q. Seasonal Lake Patrol

Upon completion of three continuous seasons of work, a Seasonal Lake Patrol employee shall be entitled to a pro-rata share of certain regular full time employee benefits (based on annual full time amounts).

ARTICLE VI

Discipline

A. Discipline

Violation of District policies and rules may warrant disciplinary action. The District has established a system of progressive disciplinary actions that include verbal warnings, written warnings, and suspension. The system is not formal and the District may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including termination of employment subject to the terms of the Grievance Procedure.

It is intended that discipline be proposed for corrective purposes and to address deficiencies in work performance and behavior modification. The District expects its employees to carry out District policies and instructions from supervisors without criticizing or undermining those policies and instructions to District personnel, customers or the general public. Derogatory comments about the District, its policies, activities, personnel or governing body while on duty will not be condoned and may constitute the basis for discipline, demotion or discharge. Although an employee may have grounds for disagreement, such disagreement must not be insubordinate, slanderous, or libelous.

B. Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the District. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and the District's operations also may be prohibited.

- a. Falsification of employment records, employment information or other District records.
- b. Falsification of any time card.
- c. Theft, abuse or misuse of District tools, vehicles, or equipment.
- d. Removing or borrowing District property without prior authorization.
- e. Unauthorized use of District's equipment, time, materials, or facilities.
- a. Provoking a fight or fighting during working hours or on District property.
- b. Wrestling, pushing, throwing objects, horseplay, and other forms of behavior which are, or can be destructive of property or endanger personal safety or the safety of others.
- c. Engaging in criminal conduct whether or not related to job performance.
- i. Causing, creating or participating in a disruption of any kind during working hours on District property.

- j. Insubordination, including but not limited to failure or refusal to follow the instructions of a supervisor or member of management (subject to safe working practices), or the abusive or threatening language toward a supervisor, other members of management, coworkers, or PID customers.
- k. Using abusive language at any time on District premises.
- l. Failure to notify a supervisor when unable to report to work.
- m. Failure to notify supervisor prior to leaving work for any reason during normal working hours.
- n. Failure to observe working schedules, including rest and lunch periods.
- o. Failure to provide a physician's certificate when requested or to report to a required District paid physical examination.
- p. Sleeping or malingering on the job.
- q. Violation of any safety, health, security or policies, rules or procedures, including violation of the District's Illness and Injury Prevention Program.
- r. Committing a fraudulent act or breach of trust under any circumstances.
- s. Violation of the District's substance abuse prevention program.
- t. Unlawful harassment of any type.
- u. Excessive absences, unexcused absences, tardiness, and abuse of sick leave.
- v. Citation for moving violations in a District vehicle.
- w. Incompetence, including failure to pass on to supervisors or fellow workers information necessary for the proper execution of their duties..
- x. Unsatisfactory work performance, including engaging in personal business during working hours..

This list is not to be construed as all-inclusive, but merely the common causes for disciplinary action.

C. Just Cause

Application of this section shall be equally applied to all employees, and it is the express policy of this District to discipline only for just cause. The elements of just cause are:

- a. The employees had forewarning or foreknowledge of possible or probable disciplinary consequences for violation of the District rule or managerial order or the basis of discipline is so obvious that forewarning or foreknowledge can be inferred.
- b. The rule or managerial order violated was reasonably related to the orderly, efficient, and safe operation of the District.
- c. Determination by the Supervisor in charge or Department Head before administering discipline that the employee did in fact violate the rule or order of management.
- d. The investigation into the charge was conducted fairly and objectively.
- e. Proof indicates the employee is guilty as charged.
- f. The degree of discipline to be administered is reasonably related to the seriousness of the employee's proven offense.
- g. The degree of discipline may also be increased or tempered if mitigation or aggravating factors are present.

These factors include such circumstances as:

- (1) Employee's prior record.
- (2) Prior progressive discipline within a reasonable period of time for the same or similar violation.
- (3) Extenuating circumstances.
- (4) Employee's length of service.
- (5) Provocation leading to a violation.
- (6) Gravity of the consequences of the violation.
- (7) Impact of violation on District customers or the District's efficient operation.
- (8) Attitude of employee (desire and ability to learn from mistakes).

D. Progressive Discipline Procedure

When an infraction occurs, the Supervisor shall consider the elements of just cause. The following steps are not mandatory, and if the infraction is deemed to be sufficiently serious, the Supervisor may recommend more severe discipline.

1. Oral Warnings

An oral warning may be given to the employee regarding his failure to comply with the rule(s) or managerial order and very clearly state what is expected in the future.

- a. The Supervisor shall keep a record of the date, time, and particulars of the conversation;
- b. The employee shall be advised that a record of the oral warning is being kept, and that another warning may lead to more severe action.

2. Written Warning/Instruction

The particulars of the written warning/instruction (date of warning, rule violated, highlights of Supervisor's instructions, etc.) may be stated under "Reason for Warning". The Supervisor may stress again what is expected and what the consequences may be if there is no improvement.

3. Suspension Without Pay

Any single or combination of disciplinary action may be considered as a major infraction. Certain actions by an employee after the elements of just cause have been considered may be so serious as to constitute a major infraction. Suspension without pay may be imposed. However, an employee's rights to a grievance on such action are not impaired.

4. Discharge

Discharge will be considered for major infractions, and/or failure to respond appropriately to prior disciplinary action. Should events compel the Manager to take immediate action where discharge appears to be necessary, the employee may be immediately suspended for a specific period of time pending an investigation of the circumstances and a hearing based on the findings.

E. Disciplinary Records

Disciplinary records shall be kept as follows:

- a. An oral warning shall not be placed into a personnel file and shall remain with the employee's Department Head to be removed following the employee's next scheduled formal evaluation.

F. Demotion

Demotion to a position having a lower salary range may be imposed for disciplinary purposes. Demotions resulting from employee's inability to perform required duties, organizational changes, and layoffs are not disciplinary.

ARTICLE VII.
Prohibition of Discrimination

The District is committed to providing a work environment that is free of unlawful discrimination. In keeping with the commitment, the District strictly prohibits unlawful harassment on the basis of an employee's race, sex, religious creed, color, national origin, ancestry, age, marital status, sexual orientation, or physical or mental disability. Discrimination against anyone in or from the District, on any of these bases, is strictly prohibited.

This policy prohibits discrimination in any form, including:

Verbal harassment such as epithets, jokes, derogatory comments or slurs based on the person's race, sex, religious creed, color, notional origin, ancestry, age, marital status, sexual orientation, or physical or mental disability;

Physical harassment such as assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual based on one of the categories above; and

Visual harassment such as derogatory posters, cartoons or drawings, based on one of the categories above.

If you believe you have been or are being subjected to this kind of discrimination, and are unable to resolve (or uncomfortable attempting to address) the problem with the individual, you should promptly report it to your supervisor, any other supervisor, or the Manager. All such claims will be investigated in a manner designed to protect the privacy and confidentiality of all involved, and appropriate action will be taken. When appropriate, the District may seek to resolve the matter informally. Any employee found to have discriminated against anyone in or from the agency, based on one of the categories above will be disciplined, from verbal reprimand to dismissal, based on the circumstances.

If you have any questions about this policy or want more information about it, please contact the Manager.

A. Sexual Harrassment

Sexual harassment of District employees, by any person in or from the work environment is strictly prohibited. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

1. Submission to such conduct is made, either expressly or by implication, a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance; creating an intimidating, hostile, threatening or offensive working environment; or adversely affecting the employee's performance, evaluation, assigned duties, or any other condition of employment or career development.

Sexual harassment also includes any act of retaliation against an employee for reports of violation of this policy or for participating in the investigation of a sexual harassment complaint.

Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.

B. Guidelines for the Employee

If you think you are being sexually harassed:

1. Say NO! Make clear to the offender that the behavior is unacceptable to you. The harasser may not realize the advances or behavior are offensive. Sometimes a simple confrontation will end the situation.
2. Don't let confusion and self-doubt stop you from speaking out.
3. Keep a record of dates, times, places, witnesses and nature of harassment. Such records will be very helpful if you find it necessary to pursue a formal grievance.
4. If you feel that you have been or are being sexually harassed or are aware of or suspect the occurrence of sexual harassment, or you desire counseling on coping with sexual harassment, you should immediately contact your supervisor, or the District Manager.
5. Maintain strict confidentiality ensuring the privacy of all parties concerned.

C. Disciplinary And/Or Corrective Action

Any employee found to have sexually harassed anyone in or from the District will be disciplined, from verbal reprimand to dismissal, based on the circumstances.