

Receipt & Acknowledgment Of Employee Manual

Read the following statements and sign below to indicate your receipt and acknowledgment of the District Employee Manual.

I have received and read a copy of the District Employee Manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the District at any time.

I further understand that my employment is terminable by myself at any time, or for cause by the District, regardless of the length of my employment.

Employee's Printed Name Position

Employee's Signature Date

Supervisor's Signature Date

The signed original copy of this agreement should be given to your supervisor - it will be filed in your personnel file. Employees will be required to review the Employee Manual bi-annually.

To Employees of the Immokalee Water & Sewer District

This Manual provides answers to most of the questions you may have about the District's benefit programs, as well as the District policies and procedures. If anything is unclear, please discuss the matter with your supervisor. When you see the term "Supervisor" in this handbook, it refers to the person to whom you report. You are responsible for reading and understanding this Employee Manual, and your performance evaluations will reflect your adherence to the District policies.

From time to time, the information included in our Employee Manual may change. Every effort will be made to keep you informed, including posting on the District bulletin boards and/or notices sent directly to you.

No one will be denied opportunities or benefits on the basis of age, sex, color, race, pregnancy, creed, national origin, religious persuasion, marital status, political belief, sexual preference or disability that does not prohibit performance of essential job functions; nor will anyone receive special treatment for those reasons.

Thanks for becoming a part of the Immokalee Water & Sewer District team.

Your Benefits With the District

These are some of the benefits the District provides for eligible employees each year.

- Compensatory Time Off
- Credit Union Membership
- Education Assistance
- Employee of the Month/ Year Program
- Funeral Leave
- Group Term Life Insurance
- Health Care / Hospitalization Insurance
- Paid Holidays
- Paid Vacations
- Personal Leave Of Absence
- Retirement Plan
- Sick Bank
- Sick Leave
- Social Security
- Workers' Compensation Insurance

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EMPLOYMENT

Your Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify your supervisor as soon as possible:

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Change of beneficiary
8. Driving record or status of driver's license, if you operate any the District's vehicles
9. Military or draft status
10. Education records

Coverage or benefits that you and your family may receive under the District's benefits package could be negatively affected if the information in your personnel file is incorrect.

You may see information that is kept in your own personnel file if you wish, and you may request and receive copies of all documents you have signed.

Private Document File

1. Social Security Number
2. Exemption on your W-4 Tax Form
3. Drug Test Results

Employees will be advised of any information requested from their file at all times, and a record custodian must be present at the time of the request.

All confidential information will be secured at all times and the District will take the proper steps to assure employee's privacy rights.

EMPLOYMENT CLASSIFICATIONS

Full-Time Permanent Employees

An employee who has successfully completed the Probationary period of employment and who works at least thirty-five (35) hours per workweek is considered a full-time employee.

If you were a full-time employee and were laid off, you will be considered a full-time employee upon return to work, provided that you were not on layoff for longer than one (1) year.

If you were a full-time employee and have been on an approved leave of absence, upon return you will be considered a full-time employee, provided you return to work as agreed in the provisions of your leave.

Part-Time Employees

An employee who works less than a regular thirty-five (35) hour workweek is considered a part-time employee. If you are a part-time employee, you are not eligible for benefits described in this Manual, except as required by provision of state and federal laws.

Salaried Employees

The District has full time employees who are department heads and who are “exempted” employees for the purposes of federal wage and labor laws, (i.e. the “Fair Labor Standards Act”) and will not be eligible for over-time payments. Except as set forth herein, all other terms and conditions that apply to Full Time Employees also applies to Salaried Employees.

Temporary Employees

From time to time, the District may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Summer employees, if any, are considered temporary employees.

If you are a temporary employee, you are not eligible for benefits described in this Manual, except as required by provision of state and federal laws.

EMPLOYMENT POLICIES

Anniversary Date

The first day you report to work is your anniversary date.

Bonding Requirement

The District may require that you be bonded. You should have and maintain bonding qualifications or you may be transferred to another position or dismissed.

Business Hours

Your particular hours of work and the scheduling of your lunch period will be determined and assigned by your supervisor. Most employees are assigned to work a forty (40) hour workweek. A schedule of your required times will be given to you in writing by your supervisor and may be amended by your supervisor from time to time.

Confidential Information

Our customers and suppliers entrust the District with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality to the extent permitted by State law. In safeguarding the information received, the District earns the respect and further trust of our customers and suppliers.

If you are questioned by someone outside the District or your department and you are concerned about the appropriateness of giving them certain information, refer the request to your supervisor.

Another category of sensitive information is your personnel record. Many records of the District are public under the Public Records Act, including personnel records. However, it is the District's policy to disclose only those portions of your record, which the law requires to be disclosed upon a proper request.

Driver's License & Driving Record

Employees whose work requires operation of a motor vehicle must have a valid driver's license and a good driving record. Any charges must be reported to the Director immediately. Failure to do so may result in disciplinary action.

Educational Requirements

All employees of the District are required to have a high school diploma or its equivalent, usually a "GED", or the equivalent in years of experience in the related field for the position. If any employee ceases to be employed and then seeks reemployment, he or she must meet the educational requirements to be eligible for reemployment.

Equal Employment Opportunity

The District provides equal employment opportunity for everyone regardless of age, sex, color, race, pregnancy, creed, national origin, religious persuasion, marital status, political belief, sexual preference or disability that does not prohibit performance of essential job functions. In addition, laws regarding veterans' preference are observed.

Former Employees

The District may consider rehiring former employees who left in good standing, but otherwise ineligible former employees will not be considered for rehire.

Reinstatement Of Benefits

In the event you return to work for the District, your benefits will accrue as if you were a new employee.

Harassment

At Immokalee Water & Sewer District, we believe that every employee is entitled to respect and dignity. It is the policy of the District that harassment, including as negative or hostile statements or treatment, which undermines one's dignity is offensive and is therefore prohibited. This includes statements or actions that ridicule or are *unduly* critical or *punitive* toward an individual. Offensive conduct can create an intimidating, hostile work environment and may unreasonably interfere with the individual's work performance. Accordingly, this offensive conduct is prohibited.

Some conduct of this kind may not be against the law, such as harassment because of sexual orientation, but it is still prohibited by the District. Other conduct under this policy is illegal, such as conduct which is discriminatory on the basis of race, color, sex, age, religion, national origin, disability, marital status or any other characteristic protected by law. All forms of harassment described above are prohibited.

This policy applies to harassment that involves the employment relationship, whether it occurs on our premises or in some other location where a District activity occurs, such as at a customer site or at a District party. This policy covers all employees of the District, male and female, as well as applicants for employment. This policy also covers harassment by non-associates, such as clients, customers, or vendors, who harass District employees to the extent that it affects the work environment or interferes with the performance of work. In that situation, the District will take all reasonable steps to prevent its employees from being harassed.

A complete list of such conduct is not possible. Some common examples of such harassment are:

- using epithets or slurs;
- mocking, ridiculing or mimicking another's culture, accent, appearance or customs;
- threatening, intimidating or engaging in hostile or offensive acts that focus on an individual's race, color, gender, age, religion, national origin, sexual orientation, disability, veteran status or any other characteristic protected by law;
- offensive jokes or pranks;

- posting offensive material on walls, bulletin boards or elsewhere on District premises; and
- circulating offensive material in the workplace, by e-mail or otherwise.

Sexual harassment is one kind of discriminatory harassment. Sexual harassment can be defined as unwelcome sexual advances, requests for sexual favors and other statements or actions of a sexual or gender-based nature when:

- the harasser states or implies that giving in to or rejecting such conduct will affect an individual's employment; or
- such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Some common examples of conduct that might be sexual harassment are:

- threatening to, or actually making, job decisions such as discharge, demotion or reassignment if sexual favors are not granted;
- demanding sexual favors in exchange for favorable or preferential treatment;
- using stereotypes;
- unwelcome or repeated flirtations;
- propositions or advances;
- unwelcome physical contact;
- whistling;
- leering;
- improper gestures;
- tricks or horseplay;
- offensive, insulting, derogatory or degrading remarks relating to sex or gender;
- unwelcome comments about appearance;
- sexual jokes or use of sexually explicit or offensive language, either in person, on paper or through e-mail; gender or sex-based pranks; and
- the display in the workplace of sexually suggestive objects or pictures, including material from the Internet.

Particular care should be taken in informal business situations such as company parties and business trips. Employees are advised that all sexual harassment is prohibited, regardless of the gender of the harasser.

Consensual Relationships At times, consensual romantic or sexual relationships between coworkers may occur. When such a relationship is between an employee who has supervisory authority and one who does not, the District's ability to enforce its policy against sexual harassment can be affected. Therefore, if such relationships arise, they will be considered carefully by the District, and appropriate action will be taken. Such action may include a change in the responsibilities of the individuals involved in such relationships or transfer of location within the District, if possible. Any supervisor involved in such a relationship is required to report the relationship to the Executive Director.

Reporting Discriminatory Harassment

We strongly encourage the prompt reporting of all incidents of harassment or other inappropriate workplace behavior, even if they seem insignificant. If you believe you are being harassed or have seen harassment, we encourage you to promptly notify your supervisor. If at any time you are uncomfortable or feel it would be unreasonable to use this procedure to report harassment because of unique or unusual circumstances, please discuss your concerns with a representative of the Civil Rights Committee.

Investigation of Reports

We will promptly investigate any reports of harassment in an appropriate manner. Confidentiality will be maintained throughout the investigation as much as possible while still meeting our legal obligations to conduct a full investigation.

Resolving the Matter

After the investigation is completed, appropriate action will be taken. If we conclude that unlawful harassment has occurred, appropriate action will be taken to correct the situation. This action may include, but not be limited to, oral or written counseling, referral to formal counseling, disciplinary suspension or probation, or discharge from the District.

Non-Retaliation

You will not be retaliated against for reporting incidents that, in good faith, you believe to be violations of this policy. You will not be retaliated against for participating in the investigation of a harassment complaint. We consider retaliation to be a serious violation of this policy and urge you to report any incidents of retaliation immediately. We will investigate and resolve reports of retaliation in the same manner as reports of harassment.

Communication

This policy is part of Immokalee Water & Sewer District's overall commitment to open communication. The District encourages any employees who have concerns about the workplace to bring their concerns to the attention of their supervisor.

This expectation applies to all employees, whether full time or part time, or temporary.

Any discretionary issues/questions on this expectation will be reviewed, and the Civil Rights Committee or the Executive Director will make a determination.

Reporting

If you feel that you have experienced harassment, report the incident immediately to the District's civil rights compliance committee.

Health Examinations

All newly hired employees for Department 10, 20, 30, and 50 must submit to a physical examination during their probationary period. Certain immunizations may be required for different departments. Contact your supervisor for more information.

Job Descriptions

There is a job description for each position in the District. When your duties and responsibilities are changed, your job description will be updated. Ask your supervisor or the Director for a copy of your job description if you have not received one, it must be read, signed and returned to your supervisor prior to the end of your 90-day probation period. Job descriptions will be reviewed bi-annually.

Outside Employment

If you are employed by the District, in a full-time permanent position, the District will expect you to properly perform your job.

If you take a second job, you must notify your supervisor immediately. This is your primary employment.

Any outside job should not interfere with your primary employment duties with the District.

Personal Correspondence

Employees are directed not to use the District's address for personal business. It is the employee's obligation to notify the vendor of any personal correspondence, of the employee's personal mailing address.

District correspondence marked "Personal & Confidential" will be stamped and remain unopened. Packages may be delivered to the business address, upon notification to your supervisor, and the Executive Director.

Probationary Period

Your first ninety (90) days of employment at the District are considered a probationary period, and during that period you will not be afforded benefits, such as health insurance, life insurance, etc., unless otherwise required by law. You will accrue sick time and vacation time, but you will not be entitled to use it until you are a permanent employee.

This probationary period is a try-out time for both you, and the District. At any time during this first ninety (90) days, you may resign without any detriment to your record. If, during this period, your work does not measure up to our standards, we may terminate your employment without cause.

A former employee who has been rehired is considered a probationary employee during his first ninety (90) days following rehire. Employees that are classified as an Operator Trainee are under a probationary period of three (3) years. If, during this period, your work does not measure up to our standards, we may terminate your employment. If the employee has not receive their operator "C" License within three years, or if a trainee misses an exam due to negligence, they may be reclassified into a different position or be dismissed, unless an exception is made by the Director for unusual circumstances.

If a CDL License is required for your position, it will be necessary that it be attained during the probationary period.

Professional Relations

Here are several things you can do to help give customers a good impression of the District.

1. Deal with customers in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees.
3. Follow up on orders and questions promptly.
4. You must maintain a professional and courteous relationship with the general public and the customers of the District.

Proof Of U.S. Citizenship And/Or Right To Work

Federal regulations require that 1) before becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form; and 2) all applicants who are hired need to present documents of identity and eligibility to work in the U. S.

In order to prove identity and eligibility an employee must provide one document from List A **or** one document from List B and one document from List C, as indicated below:

List A

1. United States Passport;
2. Certificate of United States Citizenship;
3. Certificate of Naturalization;
4. Unexpired foreign passport with attached Employment Authorization;
5. Alien Registration Card with photograph.

List B

1. A State-issued driver's license or a State-issued I.D. card with photograph, or information, including name, sex, date of birth, weight, and color of eyes.
2. U.S. Military Card;

List C

1. Original Social Security Number card (other than a card stating it is not valid for employment);
2. A birth certificate issued by State, county, or municipal authority bearing a seal or other certification;
3. Unexpired INS Employment Authorization.

The above requirements also apply to any minor employed by the District.

Relatives

If you and members of your immediate family are employed by the District, one may not supervise the other nor may they work in the same department. Immediate family shall consist of parent, spouse, spouse's parent, child, spouse's child by a former marriage, child's spouse, brother or sister, grandparent's spouse's, grandparent or sibling or any of your extended family living in your home.

Security Checks

The District may exercise its right to inspect all packages and parcels entering and leaving our premises when it deems it necessary to do so, unless it is marked "Personal & Confidential."

STANDARDS OF CONDUCT

Unacceptable Activities

Occurrences of any of the following violations, because of their seriousness, will result in the indicated disciplinary actions for each group. Occurrences of unacceptable activities will remain active for a period of two years. Each occurrence will be considered for the disciplinary action indicated, with the provision that after two years an offense may expire. This can affect the next step, with regard to the specific disciplinary action to be taken.

GROUP I OFFENSES

FIRST OFFENSE	-	FIRST WRITTEN WARNING
SECOND OFFENSE	-	SECOND WRITTEN WARNING
THIRD OFFENSE	-	EIGHT WORKING HOURS SUSPENSION WITHOUT PAY or REFERRAL TO EAP
FOURTH OFFENSE	-	TWENTY-FOUR WORKING HOURS SUSPENSION WITHOUT PAY
FIFTH OFFENSE	-	DISCHARGE FOR CAUSE

01. Excessive tardiness in reporting or commencing work at the beginning of a shift.
02. Failure to use District time, materials or supplies in an efficient manner.
03. Excessive use of the telephone for personal calls.
04. Wearing improper or unsafe clothing.
05. Failure to use your timecard.
06. Excessive or unjustified absences. After six months employment, absence for illness for which no sick leave is accrued will be considered excessive absence. Sick time taken in excess of five (5) consecutive days without a doctor's excuse will be considered excessive, also.

GROUP II OFFENSES

FIRST OFFENSE	-	FIRST WRITTEN WARNING
SECOND OFFENSE	-	SECOND WRITTEN WARNING
THIRD OFFENSE	-	EIGHT WORKING HOURS SUSPENSION WITHOUT PAY or REFERRAL TO EAP
FOURTH OFFENSE	-	FORTY WORKING HOUR SUSPENSION WITHOUT PAY
FIFTH OFFENSE	-	DISCHARGE FOR CAUSE

01. Quitting work or taking early cleanup before the end of the shift.
02. Creating or contributing to unsanitary or unsafe conditions by poor housekeeping.
03. Failure to observe traffic and parking rules within the plant.
04. Failure to work harmoniously with other employees.
05. Neglect of duty.
06. Unauthorized use of equipment or supplies.
07. Failure to perform duties or fulfill requirements of the classification in a competent manner and with the least amount of supervision.
08. Gossip and/or spreading rumors; creating an adverse working atmosphere; interfering with another employee on the job.
09. Profane or inappropriate language. Rudeness towards a fellow employee.
10. Unsatisfactory or careless work.
11. Smoking in restricted areas or at non-designated times.
12. Failure to return to work after an approved absence; i.e. appointments, or failure to notify supervisor of inability to return.
13. Failure to properly inform the immediate supervisor, or the supervisor's supervisor promptly, by telephone or other means, when unable to report for work.
14. Solicitation of funds or sale of any articles or tickets or chances is not permitted on District premises unless specifically authorized by the Director or Governing Board. Excluding non-profit community organizations.

15. Stretching rest or meal breaks or otherwise wasting time; loitering or loafing during working hours.

GROUP III OFFENSES

FIRST OFFENSE	-	FIRST WRITTEN WARNING
SECOND OFFENSE	-	TWENTY-FOUR WORKING HOURS SUSPENSION WITHOUT PAY
THIRD OFFENSE	-	DISCHARGE FOR CAUSE

01. Leaving District premises during working hours without proper permission.
02. Working on unauthorized projects on District premises.
03. Unauthorized posting, removing or altering notices on any bulletin board.
04. Speeding or careless driving of any District vehicles.
05. Failure to observe safety rules, regulations, policies, practices and procedures including the wearing of safety equipment as directed.
06. Behavior unbecoming a District employee; that behavior or action which would adversely prejudice public opinion of the District. Rudeness to a customer.
07. Negligence or any careless action, which endangers the life or safety of another person.
08. Solicitation on the work time of either the employee soliciting or the employee being solicited; or distribution of any unauthorized literature, posters, handbills, or notices in work areas.
09. Sleeping while on duty.
10. Failure to report for work for one day without proper notification to supervisor.
11. Failure to report to work after being refused leave by your supervisor.

GROUP IV OFFENSES

FIRST OFFENSE	-	TWENTY-FOUR WORKING HOURS SUSPENSION WITHOUT PAY
SECOND OFFENSE	-	DISCHARGE FOR CAUSE

01. Failure to return to work upon expiration of an authorized paid leave or vacation.
02. Abusive language toward any supervisor, employee or customer.

03. Deliberate or gross negligent damage to District property or property of other employees, customers, suppliers, or visitors.
04. Interference with, insubordination, or refusal to obey your supervisor or other duly constituted authorities, within the rules, policies and guidelines of the District.
05. Misrepresentation of the reasons in applying for a leave of absence or other time off from work; or willful misrepresentation of reasons for calling in to report absence due to illness.
06. Failure to declare, or upon request to withdraw from outside activities or interests which conflict with, detract from, or adversely affect the interest of the District.
07. Failure to report involvement in an accident occurring on District premises, or involving District equipment, or giving false information in accident or insurance reports.
08. Willful failure to report to supervisor any significant errors or mistakes or accidental damage affecting work assignment, property or equipment.
09. Refusal to take and subscribe any oath or affirmation required by law in connection with District employment.
10. Sexual harassment of one employee by another. Any act of harassment, sexual, racial, or other; telling sexist or racial type jokes; making racial or ethnic slurs.
11. Illegal gambling is not permitted on District time or premises.
12. Willful misrepresentation of personal actions, whereabouts, or other circumstances affecting the District.
13. Failure to report theft or significant wrongdoing by other employees to supervisor.

GROUP V OFFENSES

**FIRST OFFENSE - FORTY WORKING HOURS
SUSPENSION WITHOUT PAY**

SECOND OFFENSE - DISCHARGE FOR CAUSE

01. Unauthorized use or removal of District records or property of any kind or of records or property in the District's custody.
02. Failure to report for work for two consecutive days without proper notification.
03. Immoral conduct on District property, or while working hours.

GROUP VI OFFENSES

FIRST OFFENSE

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DISCHARGE FOR CAUSE

01. Falsifying employment application or other District records.
02. Theft from fellow employees, or from the District, or from anyone on District property.
03. Willfully altering or falsifying work, job records, or other District documents and records; causing someone to alter your time card or records, or anyone else's.
04. Failure to report for work for three consecutive regular working days without proper notification.
05. Unauthorized opening of, or tampering with, locks in desks, doors, cabinets, etc., or unauthorized use of or duplication of keys.
06. Willfully submitting a time card containing an incorrect record of hours worked for any day.
07. Threatening, intimidating, or coercing other employees or supervisors concerning District business on or off the premises, at any time, for any reason.
08. Fighting, assaulting, or attempting to provoke a fight on District premises, or while on duty.
09. Tampering with District equipment or safety equipment.
10. Illegal possession or sale of drugs in any quantity while at work, or on District premises.
11. Engaging in criminal conduct or acts of violence.
12. Using any District equipment or property for personal profit.
13. Unauthorized use of firearms or explosive materials on District property.
14. Being under the influence of drugs or alcohol, involved or causes an accident that hurts themselves or others or District property.

GROUP VII OFFENSES

FIRST OFFENSE

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DRUG FREE WORKPLACE POLICY

SECOND OFFENSE

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DISCHARGE FOR CAUSE

01. Possessing, drinking, or being under the influence of liquor, narcotics, or dangerous drugs on District property.

02. Reporting to work under the influence of alcohol or drugs.

Disciplinary Actions

Written warnings will include the reasons for the supervisor's dissatisfaction and any supporting evidence. You will have an opportunity to defend your actions and rebut the opinion of your supervisor at the time the warning is issued. Disciplinary actions may also include suspensions or other measures, as indicated.

All pertinent facts will be carefully reviewed, and the employee will be given a full opportunity to explain his or her conduct before any decision is reached.

Dismissal

Employment and compensation with the District can be terminated with cause.

If your performance is unsatisfactory due to lack of ability, failure to abide by the District rules or failure to fulfill the requirements of your job, you will be notified of the problem. If satisfactory change does not occur, your employment may be terminated. Some incidents may result in immediate dismissal. The employee shall have the right to challenge his or her dismissal through the grievance policy.

Dismissal with Points Accrual

First Written Warning	1 point
Second Written Warning	2 points
Eight (8) working hours off without pay	3 points
Twenty-four (24), Forty (40) working hours off without pay	4 points

Any employee that accrues eleven (11) points in any 730 day moving period shall be considered a habitual offender of this manual and shall be terminated for just cause.

COMPENSATION & PERFORMANCE

WAGE & SALARY POLICIES

Call Back Pay

Occasionally, you may be asked to return to work after you have left the premises for the day. If this occurs, you will be guaranteed a minimum of two (2) hours pay. If you work longer than two (2) hours, you will be paid for the time you actually work. Total paid time cannot exceed actual time, except for the two-hour minimum. You must clock in for work after hours unless it is an emergency, which requires immediate response. (i.e., chlorine leaks, etc.)

Cost of Living Allowance

Cost of Living Allowances may be given on October 1st of the fiscal year and shall be based on the CPI Index from July 1st of the previous year through June 30th of the current year. All wage rates may be increased or adjusted at the same percentage rate. If the consumer price index, as determined by the U.S. Dept. of Labor, has increased according to the CPI for all urban consumers (CPI-U) “All items unadjusted” for that 12 month period. If the cost of living decreases, wages shall remain the same. Increases shall apply to both exempt and non-exempt employees and are subject to approval of the Board during the budgeting process.

Deductions From Paycheck (Mandatory)

The District is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal income taxes and your contribution to Social Security as required by law.

1. The amount of Federal Income Tax withheld is determined by the information you provide on your Internal Revenue Service W-4 form. It is your responsibility to review your personal tax situation and complete the form correctly. You may file an amended W-4 form at any time.
2. In accordance with Federal Law, Social Security taxes (FICA) are deducted from your paycheck. IWSD is required to match your deduction for its contribution to the Social Security Program.

Any other mandatory deductions to be made from your paycheck, such as court-ordered deductions, will be explained whenever the District is ordered to make such deductions.

Deductions (Other) / Direct Deposit

It may be possible for you to authorize the District to make additional deductions from your paycheck, such as for District party fund, credit union loan payments, payroll savings plans, etc., or to deposit a designated portion of your paycheck directly into your savings or checking account at a participating bank. Contact the Director for details on available programs and the necessary authorization forms.

Docking From Wages

The wages of any employee who is late for work will be "docked" for the time not worked. Four incidents of lateness during a 30-day period will be considered a "lateness pattern" and will result in disciplinary action in addition to the "docking" of pay.

The District has an "eight minute rule." This rule applies both to docking and overtime. If you are late eight minutes or more, you are docked for being late 15 minutes. If you are late less than eight minutes you are not docked. This rule applies to every fifteen minute segments. The same rule applies to overtime.

Overtime Pay

There are two types of overtime work:

1. **Scheduled Overtime:** Scheduled overtime work is announced in advance.
2. **Unscheduled Overtime:** If overtime is not scheduled, and it becomes necessary, it may require you to return to work.

If you perform overtime work, you will be paid one and one-half (1-1/2) times your regular hourly wage for any time over forty (40) hours per week that you work. If, during that week, you were away from the job because of a paid holiday, jury duty, vacation, or paid sick time, those hours not worked will be counted as hours worked.

In lieu of overtime pay, a non-exempt employee may request that overtime worked be banked as compensatory time, to be used for time off at a later date. Compensatory time may not accrue in excess of 60 hours. Compensatory time off must be approved, in advance, by your supervisor, and will be treated the same as vacation time off. Compensatory time will be converted back to overtime if it is cashed in later.

Salaried employees are not eligible for overtime payments. As salaried employees you are to work a minimum of forty hours per week. Compensatory time may be earned on a one for one basis for the number of hours worked over and above the minimum of eighty (80) hours per pay period. Salaried Employees are eligible to earn a maximum of eighty (80) hours of compensatory time during a calendar year. Compensatory time may be earned on a one for one basis for the number of hours worked over and above the minimum of eighty (80) hours per pay period. If, during that week, you were away from the job because of a paid holiday, jury duty, vacation, or paid sick time, those hours not worked will be counted as hours worked. If you fail to work the minimum of forty hours per week, the District may require you to apply any accrued vacation, sick leave or compensatory time to make up the difference between the time actually worked and the minimum of forty hours required each week.

Pay Cycle

Payday is every two weeks on Friday afternoon for the two (2) week period ending the previous Thursday at 12:00 midnight. (26 pay periods per year). Our payroll workweek begins on Friday at 12:01 a.m. and ends on Thursday at 12:00 midnight.

Repayment Of District Loan / Payroll Advance

Payroll advances may not be made in excess of accrued vacation time, and must be repaid at a minimum of \$75.00 per pay period. Vacation time used to secure an advance may not be used, until said advance is paid. No more than two advances will be approved per year. Money you owe to the District may be deducted from current wages. Unused personal time will not be used to secure advances.

Reporting Time Pay - Inclement Weather and "Acts Of God"

In the event that inclement weather, power/utility failure, fire, flood or some other "Act of God" keeps us from operating, you will receive your regular pay for up to a maximum of three workdays, provided the District officially declares that it is closed for that time. Every effort will be made to provide you with advance notice in the event we will be closed.

Hurricane Pay

The District pays double time when the National Weather Service states that there is a Hurricane Watch in effect. At that time, all personnel will be placed on standby status. In addition, working personnel will be paid triple time when it is announced as a Hurricane Warning.

Shift Premium

The District assigns certain employees to work on a second or third shift operation. These people are not paid an additional amount per hour over and above the regular rate of pay for that job as a shift premium.

Standby Pay

One employee in the Water Department and one employee in the Wastewater Collection Department will be assigned to standby status, each week. They will receive standby pay in the amount of \$50.00 per week, plus a minimum of one-hour pay if they are called out. Total paid time cannot exceed actual time, except for the one-hour minimum. You must clock in for work after hours unless it is an emergency, which requires immediate response.

In the event they fail to respond to a call out, they will forfeit the \$50.00. The employee on standby will have the right to take the company vehicle home during on call time. In the event the employee on standby needs additional assistance, they will call the supervisor. The supervisor will assess the situation and have the authority to call in additional staff as needed.

Termination & Severance Pay

The District hopes and expects that you will give at least two weeks notice in the event you intend to leave our employment. If the District terminates your employment, it will give you two weeks notice unless the termination is for cause, in which case the District may terminate you immediately. When two weeks notice is given by either party, the District may elect to place you on administrative leave for that period, but will pay you as usual. Any accrued but unused vacation time will be paid at the time of employment termination. However, accrued or unused sick and personal time will not be paid.

Time Cards / Records

You are to punch in and out for lunch and for brief absences like a doctors or dentist's appointment. All employees are required to keep the office advised of their departures from, and returns to, the premises during the workday.

You are responsible for your time card. Remember to record your time. If you forget to punch in or make an error on your card, your supervisor must make the correction.

You are required to review and sign each time card. The supervisor is also required to initial each time card. Deviations from the posted schedule must be identified.

No one may record hours worked on another's card.

Work Performed On District Holidays

Full-time non-exempt employees who work on a District holiday will receive their normal wages for the paid holiday, plus they will be paid their overtime rate for hours worked on the District holiday regardless of the number of hours they work that workweek.

PERFORMANCE REVIEWS

New employees will receive performance reviews before the expiration of the 90-day probationary period.

All other employees will be reviewed on or near the anniversary of their employment. A review may also be conducted in the event of a promotion or change in duties and responsibilities. Otherwise, an employee is considered to be "in good standing" unless they have been the subject of disciplinary actions as previously outlined in the Standards of Conduct section.

Formal performance reviews will consider the following things, among others:

- Attendance, initiative and effort
- Knowledge of your work
- Attitude and willingness
- The quality and quantity of your work
- The conditions under which you work
- Performance in accordance with your job description

The evaluation for each job shall relate directly to the job description for that job.

The primary reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This performance review will be part of your permanent file, and is not subject to the grievance procedure.

An employee needs to receive a total average point score of 2.0 or greater on a scale of 3 points to be considered an "Employee in Good Standing". If the employee receives less than a 2.0 score, they will need to be reevaluated in 30, 60 and 90 days. If there is not improvement to a 2.0 score at the time of the last evaluation, termination of employment will be recommended.

Supervisors will be evaluated annually by means of an anonymous questionnaire, as developed by the Evaluation Committee.

The Executive Director shall be evaluated by two sets of anonymous questionnaires, which shall be submitted to the Board prior to their annual evaluation of the Executive Director. One set will be completed by general employees and will be as developed by the Evaluation Committee. The other set will be completed by department heads and will be identical to the questionnaire for supervisors.

Wage and salary increases are based on the District's compensation plan and the ability of the District to afford wage increases. The District has adopted a standardized pay plan; please contact your supervisor for details.

WORK SCHEDULE

Your supervisor will give your schedule of work hours to you. You will be notified promptly whenever a change is necessary. Should you have any questions concerning your work schedule, please ask your supervisor.

Absence Or Lateness

You are expected to be at your work station and ready to work at the beginning of your assigned daily work hours, and you are expected to remain at your work station until the end of your assigned work hours, except for approved breaks and lunch. When your work takes you away from your workstation, please let your supervisor know where you are going and how long you expect to be gone.

If you are unable to report to work or if you will come late, contact your supervisor immediately. Give him or her as much time as possible. If you know in advance that you will need to be absent, you are required to request this time off from your supervisor. When you call in to inform the District of an unexpected absence or late arrival, ask for your supervisor directly. Planned late days will not be counted as tardiness if pre-approved by your supervisor.

Tardiness exceptions for severe weather, accidents, or incidents out of your control will be reviewed on a case-by-case basis by the Director

Absence from work without personally notifying your supervisor will be considered a violation of District rules. *See Group offenses.

Absenteeism Or Lateness- Excessive

In general, five (5) absences in a 90-day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to the District as an absence. Four (4) such incidents in a 30-day period will be considered a "tardiness pattern" and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered. Be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action, including possible dismissal. Planned or documented early departures pre-approved by your supervisor, will not be counted as excessive early departures.

Absence Or Lateness- Record

If you are absent because of illness for three (3) or more successive days, your supervisor may request that you submit written documentation from your doctor. If you are absent five (5) or more days because of illness you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation.

Breaks / Rest Periods

You are entitled to two (2) fifteen (15) minute rest breaks each day. Normally these rest breaks will be scheduled in mid-morning and mid-afternoon. These times will be determined by your supervisor.

Lunch Period

If you work longer than five and one-half hours, you will be given an unpaid lunch period. The time when lunch periods are scheduled varies among departments, depending on the needs of each department. Your supervisor will give you your lunch period schedule.

BENEFITS

THE BENEFITS PACKAGE

Eligibility For Benefits

If you are a full-time permanent employee, you will enjoy all of the benefits described in this manual as soon as you meet the eligibility requirements for each particular benefit.

If you are a part-time employee, you will enjoy only those benefits, which are required by law to be afforded to you, provided that you meet the minimum requirements set forth by law and in the benefit plan(s).

No benefits are available to you during your Probationary period, except as otherwise provided by law.

Temporary employees are not eligible for benefits.

PAID LEAVES OF ABSENCE

Time off for any reason during a working day will count first against your allotted sick days or personal days, as appropriate, in hourly, quarter day, half day or full day segments. Once you have used all of your earned sick, personal days, or compensatory time off the time will be counted against your earned vacation time. Thereafter, unless specifically excepted, any time off will be without pay.

HOLIDAYS

Only full-time employees are eligible for holiday pay.

You are not eligible to receive holiday pay if you are a temporary employee.

Recognized Holidays

The following holidays are District paid holidays:

1/2 day New Year's Eve
New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
the Friday following Thanksgiving Day
Christmas Eve (1/2 day)
Christmas Day

Holiday Policies

You may take time off to observe your religious holidays. If available, a full day of unused personal leave or a vacation day may be used for this purpose. Otherwise, the time off is without pay. You must notify your supervisor at least ten business days in advance.

If a holiday falls on a day you are not scheduled to work, i.e., Saturday or Sunday, the holiday will be celebrated in the proceeding or following work day, whichever is closer. If a holiday occurs during your scheduled vacation, you will be paid for a holiday instead of vacation time.

In order to qualify for holiday pay, you must work the scheduled workday immediately before and after the holiday. Only excused absences will be considered exceptions to this policy.

You are not eligible to receive holiday pay when you are on a leave of absence.

One of the paid holidays may be converted to a personal day, with at least one-week prior supervisor approval, but not as overtime.

VACATIONS

Only regular full-time permanent employees are eligible for paid vacation. You are able to accrue, but not use, vacation time during your probationary period. You are not eligible for paid vacation if you are a part-time or temporary employee.

Amount Of Vacation

Full-time employees are eligible to accrue vacation for each pay period of service. The vacation accrual rate is based on your length of employment, as follows:

Years Of Pay Employment	Period Accrual Rate (In Hours)	Total Accrual Per Year (In Days)
Less than five (5)	3.077	10
Five (5) but less than ten (10)	4.616	15
Ten (10) to Fifteen (15)	6.154	20
Fifteen (15) and above	7.69	25

Vacation Policies

Vacations cannot interfere with your department's operation and therefore must be submitted two months ahead of the requested first day of the vacation. Any conflicts will be resolved at that time, by your supervisor. Any requests submitted less than two months from the first day, will be on a first come-first serve basis.

You may not receive advance vacation pay (for vacation time taken in excess of your vacation accrual balance) without written authorization from the Director.

All vacation time must be taken in full week increments, unless otherwise authorized by the Director. If you are eligible for three (3) or four (4) weeks of vacation, you may take only two (2) weeks at one time unless you receive written approval from the Director.

If you are on an approved leave of absence for less than thirty (30) days, your vacation eligibility will not be affected; should the leave extend beyond thirty (30) days, vacation time will not continue to accrue.

If a District-paid holiday falls during your scheduled vacation period, you will receive the normal holiday pay.

Accumulation Rights

Vacation time may be carried over and accumulated in subsequent calendar years. Each employee may accumulate vacation time not to exceed 240 total hours at any one time. Exceptions to this policy may be made in unusual circumstances, each case to be considered separately by the Director.

Payment In Lieu Of Vacation

The purpose of a vacation is to provide you with a time to rest and relax; therefore, no additional wages or salary will be paid to you in lieu of a vacation unless advance approval in writing is granted by the Director. If payment in lieu of vacation is approved, one (1) week of vacation is equivalent to a regular scheduled workweek at your basic straight time hourly rate. Accrued unused personal time will be deducted from payable vacation balance, if not used within the fiscal year.

OTHER PAID LEAVES

Election Day

Upon approval of your supervisor, you may take up to one hour paid leave from work to vote in an election or referendum if you will miss voting if you do not get the time off. You should apply for an absentee ballot if you will be away from your precinct during Election Day.

Funeral Leave

You are entitled to take up to five (5) consecutive days with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family. (A parent, grandparent, spouse, spouse's parent, spouse's grandparent, child, spouse's child by a former marriage, parent of a minor child, grandchild, brother or sister, spouse's sibling or any member of your extended family living in your home. Only regular full-time permanent employees are eligible for paid funeral leave.

With your supervisor's approval, you may take up to two (2) full days without pay to attend funerals of other relatives and friends. If you prefer, unused personal leave or a day of earned vacation may be used for this purpose.

Paid time under this policy is given over and above any time allowed and earned under our Personal Leave policy.

Pay for a funeral leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave.

An excused absence for family death may not be retroactive or postponed.

Upon request of the District, you may be required to provide proof of the relationship with the deceased.

Jury Duty

If you are called for jury duty, you may take the necessary time off. If you have completed your probationary period, the District will reimburse you for the difference between your jury pay and your regular pay, not to exceed eight (8) hours per day.

You must notify your supervisor within two days of receipt of the jury subpoena.

On any day or half-day you are not required to serve, you will be expected to return to work. In order to receive jury duty pay, you must present a statement of jury service and pay to your supervisor. This document is issued by the court.

Personal Leave

As a full-time "non-exempt" employee, and after your Probationary period is completed, you are eligible to take two (2) days of paid personal leave during each calendar year. You may use your personal leave in units of no less than one-half day at any one time, unless otherwise approved by

the Director and your Supervisor. You are required to request personal leave time from your supervisor, in advance, and obtain his or her approval. During your first calendar year, the earned personal leave time is prorated. Personal leave may not be accumulated or cashed in and will be deducted from your vacation hours on September 30 each calendar year. Accrued but unused personal leave will not be payable at employment termination.

Sick Leave

To qualify for sick leave you must be a full-time employee and have completed your probationary period. Time taken off before this will be without pay. If you must be absent from work because of a personal illness, you will be eligible to receive your regular straight time pay, eight (8) hours per day, for up to five (5) days per calendar year. In addition (1) day is mandatorily contributed to the Sick Leave Bank (SLB). Advise your supervisor as soon as possible that you will be absent from work due to illness or doctor's appointment.

Sick leave may be used for the purpose of visiting doctors, dentists or other practitioners in their offices. This time may also be used for tending to a serious illness suffered by a member of your immediate family, in the event the illness requires your personal time and attention. For purposes of this section, immediate family includes spouse, child, parent, or sibling living in your home. If another person can attend to the needs of an ill family member, you are expected to fulfill your duties as an employee of the District.

Accrued unused sick leave hours will not be payable at the time of employment termination.

The District may request proof-of-illness.

If you are required to take a disability leave of absence, any accrued sick leave will be paid at the time the leave commences; should the leave extend beyond thirty (30) day, sick leave will not continue to accrue.

If you are on an approved leave of absence for less than thirty (30) days, your sick leave eligibility will not be affected; should the leave extend beyond thirty (30) calendar days, sick leave time will not continue to accrue.

This sick leave policy does not apply if sick leave is needed as a result of self-inflicted injury, illegal substance abuse, or illness or injury incurred while in the act of committing a felony.

In the event of an illness or injury covered by workers' compensation, this sick leave policy will not apply; workers' compensation will apply.

Sick days may accumulate from year to year. If you have accumulated unused sick days totaling at least 80 hours at the end of a calendar year you may be paid for up to five (5) days at your regular base rate determined as follows:

If you take:

- 0 days off during the year, you may cash in 5 days;
- 1 day off during the year, you may cash in 4 days;
- 2 days off during the year, you may cash in 3 days;
- 3 days off during the year, you may cash in 2 days;
- 4 days off during the year, you may cash in 1 day.

The other unused sick leave may accrue up to, but may not exceed, 240 hours. Excessive use of sick leave may adversely affect your performance.

SICK LEAVE BANK

The purpose of the Sick Leave Bank (SLB) is to provide a pool of emergency sick leave days from which contributors may draw after their own accumulated sick leave has been exhausted. Nothing in this section shall be interpreted to change any of the provisions in other sections of this manual except as it provides for additional days of sick leave with pay for members of the SLB.

Membership

All full time employees will be enrolled in the SLB on October 1st, provided the following requirements are met:

Continuous employment for at least one year
Full time permanent employee

Contribution

The employer initially funded the SLB with 50 sick days for the year of 1993. The first mandatory employee contribution was on October 1, 1993 (of a 1994 sick day). The mandatory contribution is one sick day per year per SLB member, until the cap of 1680 hours is met. Once the cap is met, no mandatory contribution will be required until the SLB falls below 1120 hours.

In the event that the number of days in the SLB balance falls below thirty percent (30%) of the number of SLB members, each member of the SLB shall be required to contribute one (1) day, from their own accumulated sick leave to the SLB. In the event a SLB member cannot contribute an additional day due to leave exhaustion, and he or she is not currently drawing from the SLB, the additional day shall automatically be the next accrued sick leave day.

Duration

If membership in the SLB and the number of days in the SLB shall fall below twenty (20) days or one hundred sixty (160) hours, the SLB shall be discontinued and days remaining in the SLB shall be distributed as indicated below.

Administration

The SLB shall be administered by the District. Forms may be obtained by participating employees from their Supervisor or the Personnel Department.

Benefits

The SLB shall be used by the SLB member for his or her own personal catastrophic illness or disability and may not be used because of the illness, disability, or death of any other person.

In the event of a catastrophic illness of a participating employee causing the employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

All accumulated sick leave and all other forms of paid leave available to the employee must first be expended.

Application must be made to the SLB by submitting medical certification and justification of the number of days required for the leave.

A maximum of seventy (70) continuous workdays may be received by an employee in a calendar year or a total of seventy (70) continuous workdays for any one illness or disability. After having used seventy (70) work days for any one illness or disability and having returned to work, the employee shall again become eligible to draw days for the same illness or disability after a three (3) year waiting period which shall begin with the date of the return to work.

Questions raised by the Director concerning eligibility of an employee to receive benefits will be reviewed by the Board, which will make the final determination as to eligibility for benefits. In cases denied, the Board shall provide written reason(s) for such denial. The applicant may appeal his request to the Board for reconsideration within ten (10) days from receipt of denial. The Board's determination is not subject to the grievance procedure.

Abuse

Alleged abuse of the SLB shall be investigated by the Director. Upon a finding of such abuse, the employee shall be required to repay all of the sick leave credits drawn from the SLB and shall be subject to such other disciplinary action as determined by the Board to be appropriate.

Discontinuance

If it should become necessary to discontinue the SLB, unused sick leave in the SLB will be distributed in the following manner.

If the number of unused sick leave days in the SLB exceeds the number of members in the SLB, each member will receive one (1) of the unused days to be credited to his or her personal accumulated sick leave account. Those days exceeding the number of members in the SLB will be dispensed of at the sole discretion of the Board whose decision will be final and not subject to the grievance procedure.

If the number of unused sick leave days in the SLB is equal to the number of members in the SLB, each member will receive one (1) of the unused days to be credited to his personal accumulated sick leave account.

If the number of unused sick leave days in the SLB is more than one-half (1/2) but less than or equal to the number of members in the SLB, each member will receive one-half (1/2) of one (1) of the unused days to be credited to his personal accumulated sick leave account. Those days exceeding one-half (1/2) of the number of members in the SLB will be dispensed of at the sole discretion of the Board whose decision will be final and not subject to the grievance procedure.

If the number of unused sick leave days in the SLB is equal to one-half (1/2) of the number of members in the SLB, each member will receive one-half (1/2) of one (1) of the unused days to be credited to his personal leave account.

If the number of unused sick leave days in the SLB is less than one-half (1/2) of the number of members in the SLB, all the days will be disposed of at the sole discretion of the Board whose decision will not be subject to the grievance procedure.

What constitutes catastrophic illness?

Catastrophic illness, for purposes of the SLB, is defined as any sudden onset of illness or physical injury which is life threatening and requires immediate medical attention. In general it is an illness or injury, which left untreated, would be fatal. Examples of catastrophic illness would include, but is not limited to, heart attack, serious automobile injuries, or cancerous tumor. Illnesses such as Low disease or other degenerative disease, while fatal, would not be considered a catastrophic illness.

What is a medical certificate?

A medical certificate is a written statement signed by a licensed physician certifying to the incapacitation, examination, or treatment, or period of disability while the employee is or was receiving medical treatment. The certificate must include an indication as to the dates the employee is or was under the physician's care; the nature of the illness for which the physician is or was treating the employee; the date the employee is able to return to work; and, that the employee is or was not able to work due to catastrophic illness on the dates the employee was on sick leave.

UNPAID LEAVES OF ABSENCE

You must apply in writing for an unpaid leave of absence, explaining the reason for the leave, the date on which you wish the leave to begin and the date on which you will return to active employment with the District. Submit your application to the Director.

A leave will be granted only when operating conditions at the District permit.

You must follow all the requirements in the following sections. Failure to do so may result in termination of your employment.

Disability (Including Pregnancy) Leave Of Absence

The District may grant an unpaid leave of absence for illness, disability or pregnancy. To request a disability leave of absence from your supervisor, you should submit, or have someone submit for you, a statement of ill health or disability from your doctor. An approved disability leave may be granted for up to ninety (90) days. If necessary, you may request extensions in thirty (30) day increments for a maximum of one (1) year. Whenever possible, you are required to give as much notice as possible of your pending need for a disability leave of absence.

In the case of pregnancy, please inform your supervisor as soon as possible of the date you, and your doctor, anticipate that you will begin your leave. Your job status will be protected to the extent that we will make every effort to allow you to return to your former work, or similar work if available, for which you may be qualified. Pregnancy leave will be granted in every circumstance but will not extend beyond 90 days, without a doctor's statement.

At the time the disability leave begins, any accrued sick leave will be paid. Vacation time previously earned (but not used) at that time will also be paid if the employee so desires. These benefits do not continue to accrue during an unpaid leave of absence. This policy applies to all employees. Your group insurance booklet should be reviewed to determine your insurance coverage during a leave of absence.

Employees who must remain away from work for more than the period of time allowed above will be considered terminated from employment. They are welcome to re-apply subject to the District's usual hiring policies.

Employees who develop an illness or physical condition, which requires medical treatment or restrictions and precautions as to their health, will be required to submit a physician's statement. This statement must give approval that continued full-time employment in their present position will not jeopardize their health or the safety of others, in the event they continue to work. A similar statement is required upon return from a disability leave.

Should your attendance or job performance suffer during the period preceding and/or following a disability leave, we will accommodate you to the extent provided by law. We are required to make reasonable accommodations for disabled persons, but we are not necessarily under obligation to reduce or alter your workload, or to assign fewer than the usual hours of work.

The District will also comply with the Family and Medical Leave Act of 1993 as a covered employer. See the Director for details.

Military Leave Of Absence

If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service, provided:

1. You show your orders to your supervisor as soon as you receive them.
2. You satisfactorily complete your active duty service.
3. You enter the military service directly from your employment with the District.
4. You apply for and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months active duty for training, you must apply within a reasonable time (usually thirty (30) days) after discharge.

MILITARY RESERVES OR NATIONAL GUARD LEAVE OF ABSENCE

Employees who serve in U.S. or state government military organizations may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. The District will grant leave with pay when required by law to do so. In the event you have a question about this, you should inquire of the Director 30 days in advance of your military duty.

You are expected to notify your supervisor as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

PERSONAL LEAVE OF ABSENCE

A personal leave of absence may be granted for up to thirty (30) days. Consult your group insurance booklet to determine your insurance coverage during a leave of absence. Failure to return from a leave at the time agreed will result in termination of employment. Vacation and sick leave will not accrue during personal leave.

Returning From A Leave Of Absence

You must notify the District at least fifteen (15) days prior to your expected return date, that you intend to return from a leave of absence. When you return, you will be placed on your regular job if such position remains and is available. If the District has had to eliminate or fill your position while you were on leave, you will be assigned to an open position for which you are properly qualified. If no such position exists, you will be placed on layoff status.

If you do not return from your leave of absence on the day indicated in your original application or in any approved extension, or within three (3) working days of release by your doctor if you have been on a disability leave of absence, you will be considered to have voluntarily resigned from employment with the District as of the day on which you began your leave of absence.

If you have been on a disability leave of absence, you will be required to submit a statement from your doctor indicating that you are fit to return to your normal duties. You will receive seniority credit for the time that you have been on disability leave of absence.

If you have been on a military leave of absence, you will receive seniority credit for the time that you were on active military duty.

Accepting Other Employment Or Going Into Business While On Leave Of Absence

If you accept any employment or go into business while on a leave of absence from the District, you will be considered to have voluntarily resigned from employment with the District as of the day you began your leave of absence.

Insurance Premium Payment During Leaves Of Absence

The District will continue to pay both shares of insurance premiums for employee coverage and dependent coverage for a maximum of six (6) months while you are on a disability leave of absence. While you are on any other type of unpaid leave of absence from the District, you will be responsible for paying the total premiums for your coverage and that of your dependents while on leave. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated.

INSURANCE COVERAGE

Group Insurance

The following benefits are provided by the District. These benefits are subject to change, mostly because of the cost. A full written explanation of the insurance is available from the Director.

Provided Insurances

- Group Term Life Insurance
- Major Medical and Surgical Coverage
- Dependents' Health Care Coverage (supplemented by employee)

Offered Insurances

- Group Dental Plan
- Section 125 Cafeteria Plan (including Cancer, Intensive Care, etc.)
- Accidental Death & Dismemberment Insurance

In the event of your termination of employment with the District or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your or their own expense. (This does not affect the conversion privilege as stated in the insurance policy.)

Life Insurance

If you are a regular full-time permanent employee of the District, you are covered by our Group Life Insurance. This insurance is payable in the event of your death from any cause, at any time or place, while you are insured. Payment will be made in lump sum or in installments to the beneficiary, as designated by you. You may change your beneficiary whenever you wish by submitting the appropriate documents to the Director. Refer to the literature provided by our insurance company for details on your life insurance coverage.

Termination of Insurance

Your insurance will terminate when the insurance policy terminates, when you fail to make an agreed contribution to premium when due, when you cease to be eligible for coverage under the terms of our group insurance program, or when you cease to be employed as a regular full-time employee eligible for the insurance. The District may, by continuing to pay the premium, keep your insurance in effect for a brief period if you cease to be an eligible employee for any reason other than resignation, dismissal, or failure to meet the terms of eligibility of our group insurance program. You also have the right to keep your health insurance for certain periods, usually 18 months, after you terminate your employment with the District. You must pay the full premium if you choose to do this. See the Director for details on how to exercise these "COBRA" rights.

GOVERNMENT REQUIRED COVERAGE

Workers' Compensation

Every employee is protected by Workers' Compensation.

Unemployment Compensation

The District pays to belong to the Unemployment Compensation Fund. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time.

Social Security

You are required by law to contribute a set amount of your weekly wages to the Social Security fund. The District is required to deduct this amount from each paycheck you receive. In addition, the District matches your contribution.

RETIREMENT PLAN

The District has a retirement plan. This plan is paid for partly by the District. Employees are eligible to participate in the retirement plan beginning on the 91st day after their employment date. You should see your Supervisor about details of this plan.

OTHER BENEFITS

Education Assistance

The District will pay tuition costs and required textbook costs for any field-related classes, or classes to improve job required skills, with your supervisor's approval. Tuition costs and text book costs for college courses will be limited to the State of Florida cost per credit hour, for Florida residents. Other related materials are the responsibility of the employee. The employee must pass the class with a "C" or better. If the employee drops out or does not complete the class, all costs must be repaid to the District. The District will pay for one (1) test and one (1) retest only. This applies to license exams, GED and/or related exams. If an employee leaves the employ of the District, any tuition or exam fees paid by the District within one (1) year previous to leaving, will be refunded to the District by the employee.

Employee Assistance Program

The District has adopted an Employee Assistance Program that offers three hours of free counseling each year. Contact your supervisor for details. Your supervisor may also refer you to the EAP for performance related issues.

OTHER POLICIES

Bonuses

Governmental agencies are prohibited by state law from paying bonuses. The District does not pay bonuses.

Civil Rights Committee

This District has an appointed Civil Rights Committee that meets the first Tuesday of each month, in the Boardroom. Employees who have a civil right related grievance should first talk to their Supervisor and then attend the committee meeting.

Computer Software (Unauthorized Copying)

The District does not condone the illegal duplication of computer software. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the users' right to make a backup copy (Section 117).

Employees learning of any misuse of software or related documentation must notify the Director.

Contributions

The District does not make donations to charities, educational institutions and other organizations because it is a public agency.

Dress Code / Personal Appearance

You are expected to dress and groom yourself in accordance with accepted social and business standards since your job involves dealing with customers and the public.

Drug-Free Workplace Policy

In order to comply with Florida law, the District has adopted a drug-free workplace policy. This policy will be furnished to you separately; it is not included in this Handbook because of its length.

Entry After Hours

You are not allowed to enter the District property after normal working hours for any reason without the approval of the Supervisor.

First Aid

First Aid kits are stationed in each department and vehicle.

Gifts

Employees are not permitted to give gifts to customers or suppliers.

Grievances & Suggestions

There will be no discrimination against or toward anyone for his or her part in presenting grievances or suggestions.

A grievance is defined as any event, condition, rule, or practice, which the employee believes, violates his or her civil rights, treats him or her unfairly, or causes him or her unpleasantness on the job. A committee has been appointed to hear grievances relating to Civil Rights violations. They meet the first Tuesday of each month, at 1:15 p.m. in the Boardroom. If your grievance is other than a civil rights violation, the Grievance/Suggestion Procedure is as follows:

1. See Your Supervisor First.

You should tell your supervisor about it and discuss the matter with him or her, even if the issue is concerning your supervisor. If for some reason your supervisor fails to offer you the opportunity to discuss the matter, or if the discussion does not lead to a satisfactory conclusion, then proceed to the next step.

2. Put It In Writing.

Explain the present situation, the desired condition, and your proposed solution/suggestion in writing. Submit this to your supervisor. Any grievance must be submitted within three (3) working days of its occurrence to your supervisor.

If, after discussion with your supervisor, the situation remains unsettled, the matter should be referred to the Director. Any written grievance must be delivered to the Director within three (3) working days of an unsatisfactory resolution of your grievance by your supervisor.

3. Grievance Conference.

The Director will review the grievance/suggestion and call you and your supervisor in for a scheduled conference. The problem will be discussed with all concerned and a final decision rendered. The Director's decision is final.

Nothing in this policy is intended, however, to bar any employee from seeking remedies that may otherwise be allowed by law.

The Florida Commission on Human Relations' basic statutory responsibilities are set forth in Chapter 760, Florida Statutes, which addresses the areas of employment discrimination based on race, color, religion, sex, handicap, national origin, age and marital status; and discrimination in housing based on race, color, national origin, sex, handicap, religion and familial status.

Any person working or seeking employment with an employer in the public and private sectors is eligible to file. The employer must have 15 or more employees for a specified period of time. Employees of the federal government may be ineligible to file a complaint with the Florida Commission. However, they may be eligible to file with the U.S. Equal Employment Opportunity Commission (EEOC). The Commission works cooperatively with its federal counterpart, the EEOC, and most cases are dual filed

Florida Commission on Human Relations
2009 Apalachee Parkway
Suite 100
Tallahassee, Florida 32301
(850) 488-7082
(850) 488-5291

Excerpted from: <http://fchr.state.fl.us/>

If you believe you have been discriminated against by an employer, labor union or employment agency when applying for a job or while on the job because of your race, color, sex, religion, national origin, age, or disability, or believe that you have been discriminated against because of opposing a prohibited practice or participating in an equal employment opportunity matter, you may file a charge of discrimination with the U.S. Equal Employment Opportunity Commission (EEOC). All laws enforced by EEOC, (Title VII of the Civil Rights Act (Title VII), Americans with Disabilities Act (ADA), and Age Discrimination in Employment Act (ADEA), except the Equal Pay Act (EPA), require filing a charge with EEOC before a private lawsuit may be filed in court.

A charge must be filed with EEOC within 180 days from the date of the alleged violation, in order to protect the charging party's rights.

This 180-day filing deadline may be extended to 300 days if the charge also is covered by a state or local anti-discrimination law.

These time limits do not apply to claims under the Equal Pay Act, because under that Act persons do not have to first file a charge with EEOC in order to have the right to go to court. However, since many EPA claims also raise Title VII sex discrimination issues, it may be advisable to file charges under both laws within the time limits indicated.

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2 South Biscayne Blvd., Suite 2700
Miami, Florida 33131
305-536-4491
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Excerpted from: <http://www.eeoc.gov/miami/index.html>

Housekeeping

You are expected to keep your work area neat and orderly at all times - it is a required safety precaution.

Internet and E-Mail Policy

The District's computers are to be used exclusively for business purposes unless you receive permission from your supervisor. Obscene and improper use of the Internet is prohibited. Use of the District computers to engage in sexually explicit online activity, including visiting pornographic Web sites, opening explicit e-mails, instant messages and participating in sexually suggestive online chat is prohibited. Internet usage is recorded and monitored.

Layoff

In the unlikely event of a reduction in work force, employees will be laid off based on less skills and abilities as well as less seniority. If the skills and abilities of two employees are equal, seniority will control. The District will give at least two weeks notice of a layoff.

Outside Activities

If your financial situation requires you to hold a second job, part-time or full-time, or if you intend to engage in a business of your own, you must report this to your supervisor. The District reserves the right to request any employee to be on call 24- hours. Other employment may not interfere with standby status.

Parking Lot

Parking spaces in front of our building(s) are for customers and visitors only. Employees should refrain from obstructing traffic, sidewalks and equipment.

Employee Spaces

There is a designated parking area for employee personal vehicles. For security purposes, the first employee who arrives at the Administration building, may park in the space closest to the entrance of the building. During heavy rain events employees may park closer to the Administration building, if spaces are available.

A special parking space is designated for the employee of the month.

The District does not assume any liability for any loss or damages you may sustain while your vehicle is parked on District property.

Personal Property

You are not allowed to keep personal equipment or vehicles (except in designated parking areas during work hours) on the District property where damage or fire could result unless you have permission from the Director.

Post-employment recommendations

If the District is contacted for a recommendation or report regarding your employment, the District will respond by giving the dates of your employment and nothing else. If asked if you are eligible for rehire, the answer will be “Yes”, unless you were terminated for cause.

Promotion Policy

Whenever a position becomes available, every effort will be made to fill it by promoting a qualified employee. The District may look outside the District for potential employees as well. Previous work history and qualifications will be considered when positions are evaluated.

The length of training time for any given job is governed by the experience required for the job and your learning ability. You will be reviewed every ninety (90) days while training.

Property & Equipment Care

If you find that a machine is not working properly or in any way appears unsafe, notify your supervisor immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine that is unsafe, nor should you adjust or modify the safeguards provided.

Return Of District Property

Any of the District property issued to you, such as tools or uniforms, must be returned to the District at the time of your dismissal or resignation, or whenever requested by your supervisor or the Director. You are responsible to pay for any lost or damaged items. The value of any District property issued and not returned will be deducted from your paycheck.

Safety Rules

Refer to the District's published Safety Policy.

Security

Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible. Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise. When you leave the District's premises make sure that all entrances are properly locked and secured.

During the course of your employment, you may have access to District keys, security codes, etc. It will be a violation of this manual to provide those to any other non-authorized persons.

Smoking

Smoking is prohibited in all buildings by the Florida Clean Indoor Act. The District's designated smoking area will be outside, a minimum of 10 feet from an entrance or open window.

Telephone Usage – District and Personal

Personal telephone calls should be limited. Cell telephone usage should be considered the same as personal use of the District's phone while you are on the clock and on the District's time. Excessive telephone use will be determined by both frequency and duration of calls.

In addition, you should be professional and courteous at all times while on your personal phone or the District's phone, as other employees and customers may be listening to the conversation.

Theft

Property theft of any type will not be tolerated by the District and is subject to disciplinary action.

1. **Use of District copy machines for personal use.** If you wish to use a District copier for personal use, obtain prior approval from your supervisor.
2. **Use of computers.** The District's computers are to be used exclusively for business purposes unless you receive permission from your supervisor. Permission will be given for the use of personal computers during non-business hours so long as employees supply their own diskettes.
3. **Taking of District property.** No item purchased or supplied by the District should ever be removed from District premises without express authorization of your immediate supervisor and the proper paper work associated with the situation. This rule applies to all District property.

Traffic Violations

If you are authorized to operate a District vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you will be considered completely responsible for any traffic incidents, fines or traffic violations incurred. Your supervisor will advise you on what procedures to follow in the event of a traffic incident. If you become uninsurable, due to traffic violations, either while working or off duty, your employment may be subject to reclassification, or termination if no position is available.

Transfers

Transfer from one position to another, in another department may be required or requested from time to time. Such transfers (up, down, or laterally) will be made with a possible adjustment in pay. Transfers will be subject to a 90-day probationary period.

Use Of District Vehicle

If you are authorized to use a the District vehicle for District business, you must adhere to the following rules:

1. You must be a licensed driver.
2. You must maintain weekly mileage reports.
3. You are responsible for following all the manufacturer's recommended maintenance schedules.
4. You are responsible for paying any moving violation tickets.
5. You must keep the vehicle clean at all times, and washed and vacuumed as often as necessary.
6. You must not allow persons not authorized or employed by the District to operate or ride in a District vehicle.

While driving a District vehicle, you are responsible to obey all traffic rules and regulations. Any fines or traffic violations are your personal responsibility. In addition to paying fines, you will be subject to disciplinary action as outlined in this employee manual, up to and including termination.

Vehicle take-home policy

Persons allowed to take vehicle home:

1. Supervisors
2. Distribution or Collection personnel who are "on standby" status
3. Distribution or Collection personnel who have achieved Tech III level or higher
4. Operator/Operator Trainee responsible for responding to the Auto dialer at water plants

Visitors

Visitors are not permitted on District property without prior permission from your supervisor, except in public meeting and access areas; no visitors are permitted in working areas without prior supervisor approval and an authorized escort.

Workplace Injury

Federal law ("OSHA") requires that we keep records of all sicknesses and accidents, which occur during the workday. The State of Florida Workers' Compensation Act also requires that you report any sickness or injury on the job, no matter how slight. If you hurt yourself or become ill, contact your supervisor.