



HARMONY
COMMUNITY DEVELOPMENT DISTRICT
EMPLOYMENT POLICY

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SECTION 1: INTRODUCTION

It is the desire of the Board of Supervisors (“Board”) of the Harmony Community Development District (“CDD” or “District”) to provide an employee policy manual (“Policy”) related to working conditions, employee benefits, and other policies affecting an employee’s employment. Every employee should read, understand, and comply with all provisions of this Policy.

The District’s chief objective is to provide unequaled, excellent customer and client service as well as treat its employees like its clients. We hire only the most-qualified employees so that we can offer the highest level of customer service to our clients.

Each employee is a valuable asset to the District and contributes to its success. The management staff is committed to working with every employee as an individual but also as members of one team. To assist in the effort of building a healthy, unified team, it is necessary to provide an explanation of our policies and benefits, expectations, and other information that all employees receive upon employment.

This Policy is designed to acquaint employees with the District and provide information about working conditions, benefits, and policies affecting employment. The information contained in this Policy applies to all employees of the District. Following the policies described in this Policy is considered a condition of continued employment. However, nothing in this Policy alters an employee’s at-will status. Unless specifically stated otherwise in writing, all District employees are at-will employees. This means that an employee may resign at any time, with or without cause. Similarly, the District has the right to terminate employment at any time, with or without cause.

The contents of this Policy shall not constitute nor be construed as a promise of employment or as a contract between the District and any of its employees. The Policy is a summary of our policies, which are presented only as a matter of information. Every employee is responsible for reading, understanding, and complying with the provisions of this Policy and any other policies or procedures received. Our objective is to provide a work environment that is constructive to both personal and professional growth.

This Policy supersedes any and all previous policies, procedures, or practices of the District.

The details of this Policy are described in detail below, and management staff is always available to explain these further or answer any questions not addressed in this Policy.

1.1 CHANGES IN POLICY

This Policy supersedes all previous employee Policy manuals and memos that may have been issued from time to time on subjects covered in this Policy. The District Manager and the Board reserve the right to interpret, change, suspend, amend, cancel, or dispute with or without notice all or any part of these policies, procedures, and benefits at any time. The District Manager will notify all employees of these changes. Changes will be effective on the dates determined by the District, and after those dates, all superseded policies will be null. No individual Board member or manager has the authority to change policies at any time. If an employee is uncertain about any policy or procedure, speak with an immediate supervisor.

1.2 EMPLOYMENT APPLICATION and EMPLOYMENT INFORMATION UPDATE

The District relies upon the accuracy of information contained in the employment application, the employment information update, and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. Employees are obligated to keep the District updated on all contact and other personal information (such as status of marriage, beneficiaries, etc.). (*Section 3.10, Personnel Files*)

1.3 EMPLOYMENT RELATIONSHIP

All employees are hired through Florida Resource Management, LLC (“FRM”) as an at-will, leased employee dedicated to working in and for the Harmony CDD. All employees will sign an agreement with FRM and are subject to the stipulations and conditions of that agreement. A form of that agreement is included in the Appendix to this Policy. Each employee entered into his/her employment with FRM and with the District voluntarily, and is free to resign at any time, for any reason or no reason. Similarly, FRM or the District is free to terminate its relationship with any employee at any time without reason and/or notice.

For any termination of employment after the probationary period, employees are required to follow the Employment Termination Policy (*Section 10.1, Employment Termination*). No employee is guaranteed employment through the probationary period.

SECTION 2: DEFINITIONS OF EMPLOYEE STATUS

“EMPLOYEES” DEFINED

An “employee” of FRM and the District is a person who regularly works for the District for wages. Unless specifically stated otherwise in writing, all District employees are “at-will” employees. “Employees” may include exempt, non-exempt, regular full-time, regular part-time, temporary persons, and others employed with the District who are subject to the control and direction of the District in the performance of their duties. Independent contractors are not “employees” of the District.

EXEMPT:

An exempt employee whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are otherwise exempt from the minimum wage and overtime pay requirements. Because of their duties and responsibilities, they are considered exempt from the requirement to be paid for hours worked in excess of the standard 40-hour work week.

Exempt employees are paid a set salary, regardless of the number of hours they work each work week. Exempt employees may have whole-day deductions made from their weekly salary for personal leaves of absences, unpaid sick leave, or disciplinary suspensions, as well as other deductions permitted by state and federal law (e.g., FICA). The District will not make any improper deduction(s) from the weekly salary of an exempt employee. If an employee believes an improper deduction has been made, he/she must immediately notify his/her immediate supervisor. Any improper deduction will be reimbursed by FRM to the affected employee on the next regular payday.

NON-EXEMPT:

Employees whose positions entitle them to minimum wage and overtime pay under the FLSA criteria and are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per workweek. Regular compensation is determined and calculated on the basis of a predetermined hourly rate.

Neither above classification is a guarantee of employment for any specified period of time. Accordingly, the employee and the District retain the at-will employment relationship at all times. (*Section 3.2, Employment at Will*)

REGULAR FULL-TIME:

Employees who have completed the 90-day probationary period or not otherwise in a temporary status and who are regularly scheduled to work 40 or more hours per week. Generally, regular full-time employees are eligible for FRM’s and the District’s benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME:

Employees who have completed the 90-day probationary period or not otherwise in a temporary status and who are regularly scheduled to work fewer than 40 hours per week. Those scheduled to work at least 30 hours per week are eligible for the benefit package, subject to the terms, conditions, and limitations of each benefit program. Employees

working 20 to 29 hours per week are eligible for some benefit programs, including prorated time off (vacation hours, holidays, and sick hours).

TEMPORARY (FULL-TIME or PART-TIME):

A temporary employee is one whose performance is being evaluated to determine whether further employment in a specific position or with the District is appropriate, or an individual hired as an interim replacement to temporarily supplement the workforce or assist in the completion of a specific project or for vacation relief. The duration of a temporary assignment is for a designated period of time, normally no longer than six (6) months. Employment assignments are of a limited duration, but employment beyond the initially stated period does not in any way imply a change in employment status.

Temporary employees receive all legally mandated benefits (e.g., workers' compensation insurance), but are not eligible for other benefit programs including holiday, sick hours, or vacation hours. Time worked as a temporary employee does not count toward service with the District.

Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. Temporary employees are not eligible for any of FRM's or the District's benefit programs.

An employee who is not eligible for benefits but increases his/her hours to 30 or more per week must consistently maintain that schedule for six (6) months before being officially adjusted to a benefit eligible status.

PROBATIONARY PERIOD FOR NEW EMPLOYEES:

A new employee whose performance is being evaluated to determine whether further employment in a specific position or with the District is appropriate. If a probationary employee completes the probationary period, the employee will be notified of his/her new status with the District. In some instances, the District may, at its sole discretion, choose to extend the probationary period. (*Section 3.5, Probationary Period for New Employees*)

SECTION 3: EMPLOYMENT POLICIES

3.1 NON-DISCRIMINATION

A. General Policy

The policy of the District is one of affirmative compliance with the relevant provisions of all applicable state and federal laws concerning discrimination, harassment, and/or retaliation (*Section 4.2, Fair Treatment*). The District will not tolerate discrimination, harassment, and/or retaliation against any employee by another employee, resident, or vendor for any reason, including but not limited to race, color, religion, gender, marital status, national origin, physical or mental disability, age, veteran status, political affiliation, or union affiliation. Additionally, the District will not tolerate discrimination, harassment, and/or retaliation based upon an employee's pregnancy, ^{and/or} use or non-use of tobacco products outside the workplace. Violations of this policy will result in disciplinary action up to and including termination (*Section 4.10, Progressive Discipline*).

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[See also Sects]
[4.1(*15) & 4.5 !]

B. Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications, and abilities. The District does not discriminate in employment opportunities or practices because of race, color, creed, marital status, religion, national origin, ancestry, gender, sexual orientation, age, medical condition, disability, or any other legally prohibited criteria. Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their supervisor. Employees are required to report issues of harassment, discrimination, and/or retaliation in the manner prescribed in this Policy (*Section 4.2, Fair Treatment*).

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This non-discrimination policy applies to all terms and conditions of employment, including hiring, job assignments, promotions, compensation, benefits, and termination. Any violation of the District's non-discrimination policy will result in appropriate disciplinary action, up to and including termination of employment of the offender (*Section 4.10, Progressive Discipline*).

Leaves of all types are available to all employees on an equal basis (*Section 6.7, Leave of Absence*).

C. Americans with Disabilities Act (ADA)

The District is committed to full compliance with the Americans with Disability Act and to ensure equal employment opportunities for qualified persons with disabilities. All employment practices are conducted on a non-discriminatory basis. The District will also not discriminate against any qualified employees or applicants because they are related to, or associated with, a person with a disability. The District will follow any State and local laws that provide greater protection than the ADA to individuals with disabilities.

The District's hiring procedures provide meaningful employment opportunities for persons with disabilities. Pre-employment inquiries are made only in regard to an applicant's ability to perform the duties of the position. Post-offer medical examinations are required only for those positions with a bona fide job-related physical requirement. These examinations are given to all persons entering such a position only after a conditional job offer has been made. Medical records are kept confidential and separate from personnel files.

An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant. All employment decisions are based on the merits of the situation in accordance with defined job criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay, other forms of compensation, and all other terms, conditions, and privileges of employment.

3.2 EMPLOYMENT AT WILL


Employment with the District and FRM is entered into voluntarily. An employee may resign at any time. Similarly, the District may terminate the employment relationship at any time, with or without cause.

Receipt of this Policy does not constitute a contract of employment between an employee and the District. Rather, the purpose of this Policy is to provide employees with a general understanding of the District's personnel policies, procedures, and practices.


3.3 NON-DISCLOSURE and CONFIDENTIALITY


The protection of confidential employee information is vital to the interests of FRM and the District. Such confidential information includes, but is not limited to, the following examples:

- Compensation data
- Employee financial information
- FRM's proprietary information
- Personnel/Payroll information
- Conversations between any persons associated with the District or FRM regarding confidential personnel matters.

Such confidential business information is given out only on a need-to-know basis. No employee may disclose any confidential personnel information without the written authorization of FRM and the District. ^{Any employee} Employees ^{who improperly uses or discloses} who improperly uses or discloses confidential personnel information will be subject to disciplinary action, ^{up to and} including termination of employment and legal action, even if ^{he/she does} they do not actually benefit from the disclosed information (*Section 4.10, Progressive Discipline*). 

3.4 NEW EMPLOYEE ORIENTATION

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the District, and prepared for his/her position. New employee orientation is conducted by a supervisor, and includes an overview of the District's history; an explanation of the District's core values, vision, and mission; and the District's goals and objectives. In addition, the new employee will be given an overview of benefits, tax, and legal issues, and will complete any necessary paperwork. Employees are presented with all codes, keys, and procedures needed to navigate within the workplace. The new employee's immediate supervisor ^{will} then introduces the new hire to the rest of the staff, reviews his/her job 

description and scope of position, explains evaluation procedures, and helps the new employee get started on specific functions. 

A job description may be provided to each employee, which outlines employment status, department, immediate supervisor, and various job duties. Specific job responsibilities can and will change at the discretion of the District or District Manager and will be disclosed to the affected employee(s).

Questions about responsibilities and changed duties should be directed to the immediate supervisor as soon as possible.

3.5 PROBATIONARY PERIOD FOR NEW EMPLOYEES

An employee's first 90 days of active employment with the District is considered a probationary, introductory period. During this time, employees have the opportunity to learn their job, demonstrate their abilities, develop working relationships with their colleagues, determine if the position is suitable for them, and evaluate the District as a place to work, while management has an opportunity to evaluate the employee.

Employees will be eligible for benefits during this period, and time worked will count toward accrual of vacation hours.

Employment is at-will during the 90-day probationary period, with no guarantee of employment upon completion. The employee's immediate supervisor will help the employee learn the job and will give feedback during the introductory period. Any questions about the work or what is expected should be discussed with the immediate supervisor.


The probationary period may be extended at the District's discretion, such as for absence for illness or because performance is not up to the District's standard of performance. At any time during this introductory period or at its conclusion, the District or FRM may decide to release an employee from employment if he/she is unable to meet the standards of performance, attendance, or conduct. Alternatively, an employee may end his/her employment at any time (*Section 3.2, Employment at Will*).

3.6 EMPLOYEE MEDICAL EXAMS

To help ensure that employees are able to perform their duties, the District may require a medical examination. If an employee has been offered a position in a job category that requires a medical examination, it will be performed at the District's expense by a designated health professional. The position offer and assignment of duties are contingent upon the results of the examination.

Information on an employee's medical condition and/or history will be kept separate from other personnel information, and confidentiality will be maintained. Access to the information will be limited to those with a legitimate need to know (*Section 3.3, Non-Disclosure and Confidentiality*).

3.7 OUTSIDE SECONDARY EMPLOYMENT

Employees may hold outside jobs in businesses or professions (related or unrelated) to the business of the District) as long as the employee meets the performance and attendance standards of his/her job description with the District, and the outside job does not create a conflict of interest with the District. 

Unless an alternative work schedule has been approved by the employee's supervisor, employees will be subject to the District's needs and scheduling demands, regardless of any existing outside work assignments.

If, after careful consideration, an employee chooses to pursue a second job, be aware of the following:

- No portion of that work may be performed during scheduled hours working for the District.
- The District's office space, equipment, personnel, supplies, telephones, and materials are not to be used to obtain and/or perform outside employment or to conduct activities of the second job.
- The second job should not limit an employee's availability for such responsibilities as required overtime, training, special projects, business travel, or on-call status.


3.8 EMPLOYMENT OF RELATIVES

The District permits employment of qualified family members of employees as long as such employment does not, in the discretion of the District Manager, create actual or perceived conflicts of interest. For purposes of this policy, a relative is considered any person related by blood or marriage or any individual whose relationship with the employee is similar to that of persons related by blood or marriage. This policy applies to all categories of employment, including full-time, part-time, and temporary.

Relatives are permitted to work for the District provided no direct reporting or supervisory relationship exists between them or any responsibility for oversight or audit of a relative's work. Managers are not permitted to hire relatives for temporary work, and family members are not permitted to work in the same department so as to avoid any situation in which an employee could potentially influence a relative's salary, work responsibilities, career progress, or other employment decisions.

If promotion, transfer, or marriage places relatives in the same department, the District will decide which of them will move to a different department should an opportunity exist or which of them will terminate employment if no opportunity exists.

3.9 EMPLOYMENT REFERENCES

To ensure that individuals who work for the District are well qualified and have a strong potential to be productive and successful, the District at ~~its~~ ^{its} discretion may check employment references of applicants. 

Furthermore, the District Manager is designated to respond to reference requests submitted by another organization to confirm only dates of employment, salary, and title of position

held. Any organization requesting information must provide a written request along with the employee's release for any information other than dates of employment and title. If an employee is asked to provide a reference, do not provide any information but refer the request to the District Manager.

3.10 PERSONNEL FILES

FRM and the District maintain personnel files for each employee. The files contain such information as job application, résumé, training records, performance appraisals, salary increases, and other employment information.

An employee's personnel data should be accurate and current at all times. It is the responsibility of each employee to promptly notify his/her immediate supervisor of any changes in personnel data, such as the following:

personal

- Mailing address
- Telephone numbers
- Name and number of dependents
- Individuals to be contacted in the event of an emergency.

Employees are requested to use the "Employee Status Form" to keep the District and FRM up-to-date on personnel data.

Personnel files with confidential information are the property of FRM, and access to the information is restricted. Personnel files related to performance and other District information are the property of the District. Any Board member or the District Manager who has a legitimate reason to review the file is allowed to do so. Representatives of government and law enforcement agencies, in the course of their business, may be granted access to file information in response to a legal subpoena or court order.

Employees who wish to review their own file should contact their immediate supervisor or the District Manager. With reasonable advanced notice, an employee may review his/her personnel file in the presence of his/her supervisor and is welcome to make handwritten notes of the information. Copying of the file or making additions or deletions to the contents of the file is prohibited, and a copy will not be mailed to an employee should employment with the District be terminated. Former employees are not allowed access to their files.

The District will abide by any state regulations that may differ from this policy.

3.11 IMMIGRATION LAW COMPLIANCE

The District is committed to employing only United States citizens, permanent residents, and non-resident aliens who are authorized to work in the United States. The District does not discriminate on the basis of citizenship or national origin (*Section 3.1, Non-Discrimination*).

In compliance with the Immigration Reform and Control Act of 1986, as amended, new employees are requested, as a condition of employment, to complete the Employment Eligibility Verification Form I-9 and provide documentation that establishes identity and employment eligibility.

3.12 FLEXIBLE and ALTERNATIVE WORK ARRANGEMENT

The District recognizes the need to provide the necessary flexibility that allows managers and employees freedom to find creative solutions to career-family management and related conflicts that arise from traditional work schedules. With approval from the District Manager, an alternative work arrangement that meets both District work productivity and individual needs for flexibility will be considered. The following guidelines must be met when developing any flexible or alternative work arrangements outside the traditional eight-hour work day:

- Coverage must be maintained within each department during core business hours (typically Monday through Friday from 8:00 a.m. to 5:00 p.m. (*Section 8.1, Business Hours*)).
- Management must review for administrative impact. Implementation must be approved by the District Manager who will address such issues as holidays, vacation, overtime, and so forth.
- The request must meet the requirements of the District, as well as residents, vendors, immediate supervisor, and Board of Supervisors.
- The arrangement does not increase costs or work-force requirements.
- The schedule can be easily adjusted at the discretion of management, provided it does not conflict with business requirements.
- Productivity must not decrease and will be continually monitored by the immediate supervisor.
- Any alternative arrangement must be documented with the caveat that the District, for any reason, may end it with two (2) weeks' notice to the employee. The employee would then be expected to return to the original staffing schedule.
- Documentation for an alternative schedule must be signed by the immediate supervisor and the District Manager.

3.13 EMPLOYEE REHIRE

The District believes in and is fully committed to employing the most-qualified person based on the ability of the individual to contribute to the work program. If an employee terminates service with the District, he/she may be eligible for rehire.

All rehires are required to complete new hire paperwork, regardless of the length of time since last employed by the District. An employee who leaves employment with the District and returns within one year will receive credit for previous service regarding vacation and sick hour accrual purposes. The District will calculate the adjusted service date based on the employee's prior service, excluding the break in employment.

Employees who terminate employment due to a lost contract, position elimination, or reduction in force and are rehired within 90 days will have the balance of their previously accrued sick time reinstated.

SECTION 4: STANDARDS OF CONDUCT

Every day, District employees have to make choices about what they do and how they do it. Most of the time, it is clear what the right thing to do is, whether it is about doing what is safe, doing the right thing for residents, doing what is right ethically, and notably what is right legally. Sometimes, the correct choice is not very clear. Doing the right thing is a major principle in how the District conducts its business, and the District expects the same of its employees.

The purpose for having a standard of conduct is to help people work together harmoniously according to the standards the District has established for efficient and courteous service to the residents. Reasonable standards concerning personal conduct of employees are necessary if District facilities and operations are to run safely and effectively. The District also provides all employees to be given ample opportunity to improve in their job performance.

The work rules and standards of conduct for the District are important, and the District regards them seriously. All employees are required to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the District's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (*Section 4.10, Progressive Discipline*).

4.1 PROFESSIONAL CONDUCT

Certain reasonable rules of conduct must be followed in any organization for the business to work effectively, and it is no different with the District. To ensure orderly operations and to provide the best possible working environment, the District holds all employees to standards that are in the best interests of everyone.

While it is not possible to list all forms of behavior that would be considered unacceptable in our workplace, below are some examples of behaviors that violate the District's standards of professional conduct:

- Theft, damage, or inappropriate removal or possession of property of the District or others
- Falsification or misrepresentation of documents or records
- Misrepresentation or misleading information about self or dependents for purposes of obtaining benefits or enrolling ineligible dependents in the benefit program
- Working under the influence of alcohol or illegal drugs (*Section 4.4, Drug and Alcohol Policy*)
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs during working hours or on any District property at any time (*Section 4.4, Drug and Alcohol Policy*)
- Possession of dangerous or **unauthorized** materials, such as **firearms**, fireworks, or explosives on District property, in District-owned vehicles, or otherwise in the workplace **!** [{see 4.8}](#)
- Fighting or threatening violence in the workplace (*Section 4.8, Workplace Violence Prevention*)

- Negligence or improper conduct leading to damage of District-owned, resident-owned, or co-worker-owned property
- Negligence or causing the safety of other employees or residents to be in peril (*Section 8.6, Safety and Security*)
- Violation of safety or health rules (*Section 8.6, Safety and Security*)
- Sexual or other unlawful, unwelcomed harassment (*Section 4.2, Fair Treatment, and Section 4.3, Sexual Harassment*)
- Unauthorized use of telephones, emails, vehicles, or other District-owned equipment (*Section 8.9, Computer, Email, Internet, and Telephone Use, and Section 8.11, District Vehicles and Driving Policy*)
- Willful destruction or damage of District property or equipment
- Unauthorized disclosure of confidential personnel information (*Section 3.3, Non-Disclosure and Confidentiality*)
- Smoking (including e-cigarettes) or chewing tobacco products in prohibited areas (*Section 4.5, Tobacco Products*)
- Insubordination, offensive language, profanity, or other disrespectful conduct

Violation of these standards of professional conduct will result in disciplinary action, up to and including termination of employment (*Section 4.10, Progressive Discipline*).

4.2 FAIR TREATMENT

A. General Information:

In any workplace, it is important to have a work environment in which all employees are free from all forms of discrimination (*Section 3.1, Non-Discrimination*) and from conduct that can be considered harassing or coercive. To ensure that such conduct does not occur in our workplace, the District implements a Fair Treatment Policy and a procedure to investigate any reported incidents of any kind of harassment.

Harassment is defined as unwanted verbal, physical, or written conduct that degrades or shows hostility or hate toward an individual because of race, color, creed, marital status, citizenship status, national origin, ancestry, religion, gender, sexual orientation, gender identity, age, medical condition, pregnancy or other medical condition, or a non-job-related disability, and that has one of the following:

- The purpose or effect of creating an intimidating, hostile, or offensive work environment.
- The purpose or effect of unreasonably interfering with an individual's work performance.

Examples of harassment include, but are not limited to, the following:

- Using epithets (abusive words or phrases) or slurs
- Making derogatory remarks or jokes based on any of the above-protected characteristics
- Intimidating or engaging in hostile acts that focus on one or more of the above-protected characteristics
- Displaying materials considered offensive, such as cartoons that depict individuals with any of the above-protected characteristics

- Circulating in the workplace any written or graphic material that denigrates or shows hostility or aversion toward a person or group because of a protected characteristic

B. Complaint and Investigation Procedure:

If an employee believes he/she has been a victim of harassment by any person associated with employment at the District (including vendors, residents, and contractors), it should be reported immediately to the immediate supervisor. If that is uncomfortable for the employee, he/she should contact the District Manager or another member of the management team.

Any allegation of harassment will be quickly, thoroughly, and discreetly investigated. To whatever extent possible, the employee's confidentiality will be protected.

Any employee who, after an investigation, is found to be in violation of this Fair Treatment Policy will be subject to disciplinary action, up to and including termination (*Section 4.10, Progressive Discipline*).

Further, any member of the management team found to have knowingly allowed or condoned the behavior will also be subject to disciplinary action, up to and including termination. In addition, because of the serious impact of a false accusation, any employee found to have made a false accusation of harassment against another will be subject to disciplinary action, up to and including termination (*Section 4.10, Progressive Discipline*).

C. Non-Retaliation:

Retaliation in any form for reporting harassment or being involved in the investigation is a serious violation of this Fair Treatment Policy. If an employee is subjected to retaliation for any involvement in such an action, he/she should report it immediately to his/her immediate supervisor, an appropriate member of the management team, or the District Manager. Any person found to have retaliated against another for reporting harassment will be subject to the appropriate disciplinary action, up to and including termination (*Section 4.10, Progressive Discipline*).

4.3 SEXUAL HARASSMENT

A. Purpose and General Information:

The purpose of this policy is to describe why types of conduct will not be tolerated and the method by which allegations of workplace discrimination, harassment, and/or retaliation should be reported by employees and the procedure by which such allegations will be dealt with by the District or FRM.

It is important to have a work environment where all employees are free from conduct that can be considered sexual harassment. To ensure that such conduct does not occur in the District's workplace, the District has created this policy and established a procedure to investigate any reported incidents of sexual harassment. Sexual harassment of fellow employees, residents, vendors, contractors, or any other person having contact with the District will not be tolerated.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal, visual, and/or physical conduct that is sexual in nature when one or more of the following applies:

- Submission to such conduct is either explicitly or implicitly made a condition of an individual's employment.
- Submission to, or rejection of, such conduct is used as the basis for employment decisions affecting the employee.
- Such conduct has the effect of interfering with the employee's work performance.
- Such conduct creates an intimidating, hostile, or offensive work environment.

Examples of harassment include, but are not limited to, the following:

- Unwelcome flirtations
- Pressure or requests for sexual activities
- Pictures or calendars of a sexual nature posted around the work area
- Verbal abuse of a sexual nature or motivated by the victim's gender
- Unwanted physical acts such as inappropriate touching, hugging, fondling, or blocking of movements
- Graphic or verbal commentary about an individual's body
- Sexually degrading language used to describe an individual
- Display of sexually suggestive objects or pictures
- Sexually explicit or offensive jokes
- Derogatory remarks or jokes based on an individual's gender or sexual orientation
- Offer of employment benefits, such as advancement, in exchange for sexual favors
- Threat or reprisal for refusal to submit to unwelcomed behavior

B. Consensual Relationships:

Consensual romantic and/or sexual relationships between an employee with supervisory authority and his/her subordinate will compromise the District's and FRM's abilities to enforce policies against sexual harassment. Consequently, if such relationships arise, they will be carefully considered by the District and FRM, and appropriate action will be taken, including a change in responsibilities or a transfer to eliminate the supervisory relationship and/or diminish workplace contact.

NOTE: Any supervisory employee involved in such a relationship is required to report the relationship to his/her immediate supervisor, management team, and District Manager.

C. Complaint and Investigative Procedure:

An employee who believes he/she has been a victim of sexual harassment by any person associated with employment at the District (including residents, vendors, contractors, and others) must report it immediately to his/her immediate supervisor. If that is uncomfortable, the employee should contact another member of the management team or the District Manager.

Any allegation of sexual harassment will be quickly, thoroughly, and discreetly investigated. To the extent possible, the employee's confidentiality will be protected.

Any employee who, after an investigation, is found to be in violation of this Sexual Harassment Policy will be subject to disciplinary action, up to and including termination of employment (*Section 4.10, Progressive Discipline*).

Further, any member of the management team found to have knowingly allowed or condoned the behavior will also be subject to disciplinary action, up to and including termination. In addition, due to the serious impact of a false accusation, any employee found to have made a false accusation of harassment will be subject to disciplinary action, up to and including termination (*Section 4.10, Progressive Discipline*).

Management will consider the facts of the case and take corrective action as deemed appropriate. Such action may include counseling, disciplinary warning, transfer, demotion, termination, or other action (*Section 4.10, Progressive Discipline*). The District will make reasonable efforts to inform the complaining party of the results of its investigation in a timely manner.

D. Employee Responsibility:

It is each employee's right and responsibility to immediately report breaches of this policy. Employees who have either been subjected to, witnessed or learned of any conduct that violates this policy must immediately report such conduct to their immediate supervisor. If for any reason an employee does not wish to report the conduct to his/her immediate supervisor, the employee may report to the District Manager. Each employee has an affirmative obligation to immediately report violations of this policy, regardless of whether the employee was the target of the conduct, or if he/she merely witnessed or otherwise learned of the violation. The preferred means of communicating any complaints is in writing, but an employee can accompany or follow up a written complaint with a verbal complaint.

Employees who violate any aspect of this policy, including a failure to report improper conduct, will be subject to discipline (*Section 4.10, Progressive Discipline*).

The District is committed to ensuring that all employees are protected from conduct that violates this policy, and it is each employee's affirmative duty to report any such conduct. However, it is also the employee's obligation to only report situations that he/she truly believes constitute violations of the policy. Due to the serious nature of such a claim, an employee found to have made a false or malicious complaint, or to have provided false information in the investigation of a complaint, may be subject to disciplinary action, up to and including termination (*Section 4.10, Progressive Discipline*).

E. Non-Retaliation:

Retaliation in any form for reporting sexual harassment or being involved in the investigation is a serious violation of this policy. Any employee subjected to retaliation for his/her involvement in such an action should report it immediately to the immediate supervisor, appropriate member of the management team, or the District Manager. Any person found to have retaliated against another for reporting sexual harassment will be

subject to the appropriate disciplinary action, up to and including termination (*Section 4.10, Progressive Discipline*).

4.4 DRUG AND ALCOHOL POLICY

The District is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the District has instituted a Drug and Alcohol Policy to make all employees aware of the District's stance on this matter. The District has a zero-tolerance policy. If an employee tests positive for illegal drugs and/or alcohol, he/she will be immediately terminated (*Section 4.10, Progressive Discipline*).

A. Definition and General Information

"Illegal drug" means any drug (1) that is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained. This term includes prescribed drugs not being used for prescribed purposes. By contrast, "legal drug" includes prescribed drugs and over-the-counter medications which have been legally obtained and are being used for the purpose in which they were prescribed or manufactured. The legal use of prescribed drugs is permitted on the job only if use^{does} not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Employees using such medications must consider, in consultation with their physicians, if any possibility exists of medication problems arising in the workplace. In particular, an employee must not operate vehicles or machinery (e.g., tractors, self-propelled lawn mowers, cranes or lifting devices, or other heavy machinery) if taking prescription drugs that may impair his/her ability to do so safely. An employee is required to make his/her immediate supervisor aware of any prescriptions that may prevent his/her job from being performed safely.

Employees are prohibited from reporting to work under the influence of alcohol or illegal drugs. Further, no employee may use, possess, distribute, or sell alcohol or illegal drugs on District property, in the workplace, or while conducting District business offsite.

In accordance with this policy, the District and FRM reserve the right to conduct random drug testing on all employees. In addition to pre-employment testing, employees may be subject to testing with just cause or reasonable suspicion. Drug testing requires a urine sample; alcohol testing involves a breath sample. Before any testing is done, an employee will be asked to sign a consent form authorizing the test and permitting the release of the results to the District and to FRM.

B. Employees Subject to Testing

Circumstances, alone or in combination, that may lead a supervisor to determine that testing is required include, but are not limited to, the following:

- Abnormal or unusual behavior
- A work-related accident (mandatory)
- Direct observation of substance possession and/or use
- Presence of physical symptoms of substance abuse
- Mood swings and/or increased hostility
- Increased inattentiveness and absent-mindedness
- Increased disciplinary incidents or hostility

- Substandard work and/or increased absenteeism
- Admission of usage of illegal substances or alcohol

The employee's immediate supervisor is required to detail in writing the basis for the determination that just cause or reasonable suspicion of illegal drug or alcohol use exists. A decision not to test may be made when clear evidence rules out substance abuse as the cause of the conduct. Any employee who is determined to be under reasonable suspicion of alcohol use will be relieved of all duties immediately and will not be allowed to return to work for 24 hours unless an alcohol test shows a concentration below .02%.

A supervisor who does not immediately send an employee for drug and alcohol testing after a work-related accident will be disciplined, up to and including termination (*Section 4.10, Progressive Discipline*).

Random testing will be conducted at unannounced times. If an employee has been selected to be randomly drug tested and he/she refuses the test, fails the test, interferes with the testing process, or tampers with any sample, he/she will be terminated. If any test results are inconclusive, an employee may be referred for further testing, as permitted under application state law.

C. Safeguards

This policy is intended to comply with all state and federal laws governing drug and alcohol testing and is designed to safeguard employee privacy rights to the fullest extent of the law.

D. Licensed Laboratories

Any drug and/or alcohol testing required or requested will be conducted by a laboratory licensed by the state. The employee may obtain the name and location of the laboratory that will analyze the employee's test sample from the District Manager up to twenty-four (24) hours before the employee is scheduled to be tested.

E. Notification of Results

Any employee who is asked or required to submit to a drug or alcohol test will be notified of the results within twenty-four (24) hours after being received from the laboratory. To preserve the confidentiality of the employee, results ~~will be notified~~ ^{notification will be made} in person ~~if~~ ^{as to whether} the test was negative or positive; and if confirmed positive, what the next step will be.

If the employee received notice that the test results were confirmed positive, he/she will be given the opportunity to explain the positive result. The employee may also have the same sample retested at ~~a~~ ^{any} laboratory at the employee's cost.

F. Employment Action

If the District Manager or an immediate supervisor suspects an employee is working while under the influence of an illegal drug or alcohol, the employee will be required to take a mandatory drug and alcohol test and will be suspended without pay until the results of the test are made available by the testing laboratory to the District Manager's office.

When required as part of a routine or random screening, no adverse employment actions will be taken while the sample is being tested and until results are received.

G. Confidentiality

The District and FRM will make every effort to keep the results of drug and alcohol tests confidential. Only persons with a need to know will have access to the results. An employee will be asked for consent before test results are released to anyone else. Be advised, however, that test results may be used in arbitration, administrative hearings, and/or court cases arising as a result of the employee's drug test. Results will also be sent to federal agencies as required by federal law.

H. Costs

The District will pay the cost of any drug and alcohol testing as requested or required, including an automatic retesting of any positive test results. Any additional tests an employee may request will be paid for by the employee.

I. Violations

Any violation of this Drug and Alcohol Policy can result in disciplinary action, up to and including termination of employment (*Section 4.10, Progressive Discipline*). Further, any employee found to be involved in the sale, storage, or distribution of illegal drugs on District property or a resident's property will be subject to immediate termination as well as possible criminal prosecution.

J. Rehires

An employee terminated for substance abuse is eligible for rehire after six (6) months if documentation is provided demonstrating successful completion of a treatment plan.

4.5 TOBACCO PRODUCTS

all park pavilions, all fully or partially enclosed areas, and all high density gathering areas (such as sport fields during soccer games)

The District ~~and its~~ facilities are ^{designated as} a SMOKE-FREE FACILITIES. These facilities include the office, all pool areas, ~~all park and playground areas, and Buck Lake~~. The use of tobacco products (e.g., cigarettes including e-cigarettes, chewing tobacco, cigars) is ~~not permitted on~~ ^{confines of} District premises except in authorized and designated locations as indicated by a supervisor. Employees will not, however, be discriminated against because they are a smoker or non-smoker. This policy applies to all employees, residents, vendors, contractors, and visitors. The District will comply with any state laws regarding tobacco usage.

Smoking is only permitted outside of District buildings, provided that it occurs beyond 20 feet of any building entrance, or in ^a the ~~external~~ ^{designated} smoking areas. All materials used for smoking in ^{these} ~~this~~ area, including cigarette butts and matches, ^{must} ~~will~~ be extinguished and disposed of in appropriate containers. Littering of cigarette butts is considered a reason for a verbal warning. Supervisors will ensure periodic cleanup of the designated smoking areas. Employees who choose to smoke ^{must do so} within the permitted areas, ^{and if doing so interferes with their work assignments,} ~~must do so on their meal periods~~ ^{or regularly scheduled breaks} (one fifteen-minute break in the morning and one in the afternoon). No additional time from work shall be authorized for this activity. Breaks should be staggered to avoid a disruption in service or office operations.

Management and supervisory staff will be responsible for ongoing compliance with this policy within their work areas. They are expected to adhere to standard practices in resolving issues of non-conformance, handling employee complaints, and maintaining expected levels of productivity within their work groups.

Policy violation will result in disciplinary action (*Section 4.10, Progressive Discipline*).

~~Smoking Cessation Support: The following are a few options available for employees who wish to quit smoking:~~

- ~~• Hospital programs. Check with local hospitals for classes facilitated by trained professionals.~~
- ~~• Self-help pamphlets, books, audiotapes, or videotapes~~
- ~~• Prescription and over-the-counter medications~~
- ~~• Community programs~~

A "feel-good" statement
that contributes nothing!

4.6 ATTENDANCE and PUNCTUALITY

The District expects that every employee will be regular and punctual in attendance so that daily operations run smoothly. Every employee needs to do his/her part, which means being in the office or the field, ready to work, at his/her starting time each day. Absenteeism and tardiness place a burden on other employees and on the District. Any absence or tardiness becomes part of the employee's personnel records. The habitual inability to get to work on time will result in discipline, up to and including termination (*Section 4.10, Progressive Discipline*).

An employee who is unable to report to work on time or is unable to report to work as scheduled must notify his/her immediate supervisor of the anticipated tardiness or absence at least thirty (30) minutes before his/her scheduled starting time for each day he/she will be late or absent unless he/she is out on a leave of absence. Failure to notify an immediate supervisor or being tardy in excess of 60 minutes from the start of an employee's work shift without notifying the supervisor may result in the absence being treated as unexcused and unpaid. An employee's immediate supervisor will establish specific procedures for reporting absences and tardiness in addition to what is included in this policy.

If leaving a voice mail message, the employee must follow-up in person as soon as possible, and no later than by the end of that day, until he/she has spoken to his/her immediate supervisor or appropriate authorized person. He/She is responsible for speaking directly with his/her supervisor or another authorized person about his/her absence. It is not acceptable to leave a message on a supervisor's voice mail without follow-up, except in extreme emergencies.

An employee who becomes ill while at work or has to leave the workplace for some other reason before the end of the workday must inform his/her immediate supervisor of the situation prior to leaving, unless experiencing a medical emergency. Merely notifying his/her supervisor does not necessarily mean that the absence will be excused.

If employees have unexpected personal business to take care of, they must notify their immediate supervisor to discuss time away from work and make provisions as necessary. The

District may not be able to accommodate all such requests. Personal business should be conducted on the employee's own time.

An employee who sees that he/she will need to work some hours other than those that make up his/her usual work week should notify his/her immediate supervisor at least seven (7) working days in advance. Each request for special work hours will be considered separately, in light of the employee's needs and the needs of the District. Such requests may or may not be granted.

Unexcused absences, tardiness, or excessive excused absences are viewed as unacceptable behavior. If an employee's absences and/or tardiness becomes excessive, disciplinary action may be considered, up to and including termination (*Section 4.10, Progressive Discipline*).

An employee who has three consecutive days of unexcused absences for which he/she has failed to notify his/her immediate supervisor will be considered as having **voluntarily** terminated employment with the District. The employee will be removed from payroll and will be required to return all District property to his/her immediate supervisor within 24 hours of being terminated.

4.7 PUBLIC IMAGE and PROFESSIONAL APPEARANCE

Each employee plays an important role in creating and maintaining a favorable, professional impression with the Board, residents, vendors, and the public. Whether or not an employee's job responsibilities place him/her in direct contact with residents or vendors, he/she represents the District in his/her appearance as well as action. Employees should be well groomed and dressed appropriately for this business and for their position in particular.

During business hours, each employee is expected to present a clean and neat appearance and to dress appropriately for his/her position and assigned work location. The District will provide shirts for field personnel for use during working hours. These shirts are to be worn only at work, not outside the District during off hours, and must be kept clean and in good condition. An employee should contact his/her immediate supervisor if he/she needs a replacement shirt.

The following items are examples of what is considered unacceptable and inappropriate working attire:

- Spaghetti-strapped shirts
- Tank tops, halter tops, or revealing shirts
- Short mini-skirts or shorts
- Sheer or otherwise revealing clothing
- T-shirts with inappropriate or offensive gestures or advertising
- Athletic attire such as sweat suits
- Torn or ripped clothing
- Dirty clothing
- Excessive scent
- Excessive and/or distracting jewelry and/or make-up
- Beach-type footwear and apparel

If management occasionally designates “casual days,” appropriate guidelines will be provided to employees. Consult an immediate supervisor with any questions about appropriate attire. Based on an employee’s work location or function, the immediate supervisor may permit casual dress.

Professional appearance also includes an emphasis on standards of personal hygiene and good grooming. No employee shall have an odor generally offensive to others when reporting to work. An offensive body odor may result from lack of good hygiene; from excessive application of a fragrant aftershave, cologne, or perfume; or from some other cause.

The District reserves the right to send an employee home to change clothing that the District deems inappropriate. Under such circumstances, the employee may not be compensated for the time away from work.

4.8 WORKPLACE VIOLENCE PREVENTION

The District is committed to maintaining a safe work environment for all employees and has adopted guidelines to encourage respectful behavior and to prevent disputes from escalating into workplace violence. Employees should bring their disputes with other employees to the attention of the management team or the District Manager before the situation escalates. The District is eager to assist in such disputes and will not discipline employees for raising concerns.

For the protection of all, the District expects employees to adhere to its standards for non-violence. Prohibited actions include, but are not limited to, the following:

- ~~unauthorized~~ Possession of ~~firearms~~, other weapons, or dangerous implements on District property or in a District-owned vehicle. This includes visible and concealed weapons, even those for which the owner has obtained the necessary permits. ! {see 4.1}
- Physical attacks, including “horseplay” >> Concealed should be "authorized" & exempt! <<
- Verbal abuse
- Threats of violence against individuals or property, including bomb threats
- Threatening or harassing phone calls, gestures, letters, or emails
- Any other behavior that could be considered hostile

Conduct that threatens, intimidates, or coerces an employee, visitor, resident, or any person on District property will not be tolerated (*Section 4.2, Fair Treatment*). Employees who engage in such conduct will be disciplined, up to and including termination of employment (*Section 4.10, Progressive Discipline*).

If an employee is subject to or becomes aware of any of the prohibited behaviors, he/she should notify his/her immediate supervisor, another member of the management team, or the District Manager immediately. When reporting such incidents, he/she should be as specific and detailed as possible. If an employee hears or sees a disturbance, he/she should not place himself/herself in peril by approaching but instead leave the area and report it immediately.

The District will promptly and thoroughly investigate any threats or reports of violence, potential violence, or harassment. The identity of anyone making a report will be protected to whatever extent is possible.

In order to maintain workplace safety and the integrity of an investigation, the District may suspend employees, either with or without pay, pending completion of the investigation. Anyone found to be responsible for behavior in violation of this policy will be subject to immediate disciplinary action, up to and including termination (*Section 4.10, Progressive Discipline*).

4.9 CONFLICT RESOLUTION

The District is committed to free and open communication. Problems that are not communicated cannot be resolved. The District encourages an atmosphere of mutual respect among all employees; however, from time to time, problems may develop in the workplace. When such problems occur, it is in the best interest of everyone to resolve the matter as quickly as possible. Candid discussion is important to resolve misunderstandings and preserve the positive working relationships that the District encourages.

If an employee has a concern about any job-related issue, including one involving another employee, a frank discussion with his/her immediate supervisor is usually the best way to deal with the problem. If the employee and his/her supervisor are unable to agree on a satisfactory resolution of the concern, he/she is free to take the matter to the next level of management. If an employee chooses this step, he/she should inform his/her immediate supervisor, and then prepare a written statement that includes the following:

- The facts of the complaint or the problem.
- The details, if applicable, of which policies, procedures, or practices the employee believes have been misapplied, or what action the employee feels has been taken against him/her without reasonable cause.
- The action the employee believes should be taken to satisfactorily resolve the matter.
- The reason why the immediate supervisor's response was not satisfactory to the employee.

The next level of management, upon receipt of this statement, will schedule a meeting to discuss the matter. Under normal circumstances, the employee should receive a response within ten (10) working days of the meeting; however, it may take longer if additional investigation is needed. If the employee is not satisfied with that response, he/she may ask that the concern be elevated to the District Manager or the Board of Supervisors. A decision at this level will be final.

No discrimination or adverse action will be taken for an employee voicing a complaint or a concern in a reasonable, business-like manner. The sole purpose of this Conflict Resolution Policy is to help resolve issues to the satisfaction of the employee and the District. An employee's opinions, ideas, and suggestions will be respected, and decisions made will be fair and equitable. Even though every problem will not be resolved to everyone's total satisfaction, it is through such discussion that employees and management develop harmonious working relationships.

4.10 PROGRESSIVE DISCIPLINE

A. Purpose and Description

The District expects each of its employees to use common sense and sound judgment in their conduct. To assist in this, the District has established certain minimum work rules and standards of conduct (*Section 4, Standards of Conduct*) as examples of what is expected. From time to time, problems arise that relate to attendance, unacceptable work performance, or behavior, which disrupts productivity or seriously offends other employees. Conduct of this nature may call for appropriate corrective action.

Whenever possible, the District applies a positive, constructive, and progressive approach to discipline, which is intended to inform an employee when his/her behavior or performance is below expected standards and to give the employee fair warning so as to have an opportunity to improve. The action taken in response to a negative activity typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The District's best interest lies in ensuring the fair treatment (*Section 4.2, Fair Treatment*) of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and help the employee become a better team member. In progressive and constructive discipline, the employee, the immediate supervisor, and other members of the management team work together to solve behavioral problems and to maintain a harmonious and healthy work environment.

The disciplinary action taken will depend upon the seriousness, nature, and frequency of the offence and may range from a verbal warning to termination of employment. The usual sequence of corrective actions includes a verbal warning, a written warning, suspension with or without pay, and finally termination of employment depending on the severity and the number of occurrences. Circumstances may dictate that one or more steps be bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed:

- First offense: verbal warning
- Next offense: written warning
- Another offense: suspension
- Still another offense: termination of employment

In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. Though committed to a progressive approach to corrective action, the District considers certain rule infractions and violations of standards as being serious enough to justify either a suspension or, in extreme situations, immediate termination of employment without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Professional Conduct Policy (*Section 4.1, Professional Conduct*) includes

examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not necessarily all serious offenses but may be examples of unsatisfactory conduct that will trigger progressive discipline. These include, but are not limited to, theft in any form; insubordinate behavior; vandalism or destruction of District property; being on District property unauthorized during non-business hours; the use District equipment and/or District-owned vehicles without prior authorization by a supervisor; untruthfulness about personal work history, skills, or training; divulging confidential personnel information; and misrepresentations of the District to a resident, a vendor or contractor, the general public, or another employee. As such, the District may proceed directly to any level of discipline, including termination, without first exhausting all lesser disciplinary steps at its sole discretion.

For other less serious infractions, such as tardiness or leaving a shift early, an employee will receive a written warning after the third offense. Any employee receiving a second written warning (after three (3) additional infractions) is subject to suspension or termination.

The District reserves the right to enter this process at any stage depending on the seriousness of the problem and to immediately terminate at will any employee who, in the sole discretion of the District, commits a serious violation of the District's rules or standards of conduct. The District also reserves the right to suspend exempt employees without pay in full-day increments and non-exempt employees without pay in hourly increments.

B. Penalties

Degrees of discipline are generally progressive and are used to ensure that employees have the opportunity to correct his or her performance. The standard is to issue three (3) verbal warnings prior to a written warning. Upon receipt of a second written warning, the employee may be terminated. Factors to be considered are the following:

- Number of offenses
- Seriousness of the offense
- Time period between offenses
- Employee's response to previous warnings or disciplinary actions
- Previous work history of the employee
- Attitude of the employee

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct (*see also Section 4.1, Professional Conduct*) that may result in disciplinary action, including termination of employment with no warnings:

Less Serious:

- Habitual tardiness without a reasonable excuse
- Being absent without a reasonable excuse
- Leaving an assigned work station before the end of the day without authorization
- Being at his/her residence during the work day for any reason, except only for lunch

- Leaving work early prior to assigned end of his/her shift
- Not being ready for work at the assigned beginning of his/her shift
- Boisterous or disruptive activity in the workplace
- Horseplay or other disorderly conduct
- Interference with the work of another employee
- Inefficiency or lack of effort while on the job, including loafing or ignoring work duties
- Non-conforming clothing set forth in this policy (*Section 4.7, Public Image and Professional Appearance*)
- Unsanitary conditions or poor hygiene
- Malicious gossip or spreading of rumors
- Smoking in an undesignated, unapproved area or other actions contrary to the established policy (*Section 4.5, Tobacco Products*)
- Abuse of personal cell phone while on duty during working hours

More Serious, penalty for which may be suspension or termination upon first offense:

- Theft, damage, or inappropriate removal or possession of property of the District or others
- Falsification of timekeeping records (*Section 5.1, Timekeeping*)
- Misrepresentation or falsification of employment application or other facts when seeking employment or a leave of absence
- Working under the influence of alcohol or illegal drugs (*Section 4.4, Drug and Alcohol Policy*)
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs during working hours or on any District property at any time (*Section 4.4, Drug and Alcohol Policy*)
- ^{unauthorized} Possession of firearms, fireworks, or explosives on District property
- Fighting or threatening violence in the workplace (*Section 4.8, Workplace Violence Prevention*)
- Negligence or improper conduct leading to damage of District-owned, resident-owned, or co-worker-owned property
- Disobeying traffic rules and regulatory signage or other irresponsible driving in a District-owned vehicle (*Section 8.11, District Vehicles and Driving Policy*)
- Negligence or causing the safety of other employees or residents to be in peril (*Section 8.6, Safety and Security*)
- Insubordination or other disrespectful conduct
- Refusal to perform work that has been assigned
- Violation of safety or health rules (*Section 8.6, Safety and Security*)
- Violation of other District rules or policies
- Sexual or other unlawful, unwelcomed harassment (*Section 4.2, Fair Treatment; Section 4.3, Sexual Harassment*)
- Discrimination (*Section 3.1, Non-Discrimination; Section 4.2, Fair Treatment*)
- Excessive absenteeism or any absence without notice (*Section 4.6, Attendance and Punctuality*)
- Excessive tardiness or leaving work without permission (*Section 4.6, Attendance and Punctuality*)



- Unauthorized use of telephones or other District-owned equipment (*Section 8.9, Computer, Email, Internet, and Telephone Use*)
- Using District equipment for purposes other than business (i.e., playing games on computers or personal Internet usage) (*Section 8.9, Computer, Email, Internet, and Telephone Use*)
- Willful destruction or damage of District property or equipment
- Unauthorized disclosure of confidential personnel information (*Section 3.3, Non-Disclosure and Confidentiality*)
- Violation of personnel policies
- Gambling during working hours
- Indecency on District property
- Unsatisfactory performance or conduct
- Being absent two or more consecutive days without notification or without a reasonably acceptable excuse

C. Probation

An employee may be placed on disciplinary probation (as differentiated from new-hire probation) (*Section 3.5, Probationary Period for New Employees*) after a written warning for a period of time determined by the District Manager. Wage increases will not be given during this time period, and only preapproved vacations will be allowed. New vacation requests to occur during the probationary period will not be granted. All other benefits will continue to accrue.

D. Investigative Suspension

An investigative suspension is a period not to exceed three (3) working days, during which time an employee is suspended from his or her job because of alleged misconduct. An employee may be placed on investigative suspension when it is necessary to conduct a full investigation to determine the facts of the case, including, but not limited to, incidents involving fighting, insubordination, or theft.

If, after the investigation,

- Discharge is warranted, the employee shall not be paid for the period of investigative suspension. The discharge shall be made effective on the date of termination interview.
- Misconduct is determined, but not of a sufficiently serious nature to warrant discharge, the employee shall receive a warning notice, forfeit pay lost as a result of the investigative suspension, and may be placed on a disciplinary suspension.
- No misconduct is determined, the employee shall return to work within the prescribed period and be paid for the time lost as a result of the investigative suspension.

E. Disciplinary Suspension

A disciplinary suspension is a period generally not to exceed three (3) working days and may be ~~maybe~~ given in addition to the investigative suspension or as punishment for the violation. The employee is relieved of his/her job assignment because of serious or repeated instances of misconduct and shall forfeit pay lost as a result of the suspension in situations where no specific instance of conduct is so outrageous^{as} to justify termination but is a pattern of conduct where the employee has continually engaged in one minor

infraction of the rules after another and has received a documented verbal and/or written warning for the rule(s) infraction(s). Disciplinary suspension would generally not be used as a form of discipline for employees with attendance problems. The term of suspension may be extended in the discretion of the District Manager.

F. Crisis Suspension

A crisis suspension is a period not to exceed three (3) working days and ~~maybe~~ ^{may be} given at the discretion of the District Manager when action must be taken immediately. ←

G. Termination

When the employee is terminated as a result of a serious offense or as the final step in progressive discipline, resulting from an accumulation of infractions for which a warning notice or notices have been written, the employee will be terminated for cause instead of being given the option to resign. District property such as tools and cell phones must be returned before being discharged from the premises. Charges ~~from~~ ^{for} items not returned will be deducted from the last pay cycle. ←

H. Documentation

The immediate supervisor will document all disciplinary processes beginning with the first verbal warning. The District Manager will review all reports. A report of the disciplinary action will be retained in the employee's personnel file. The report will remain as part of the employee's personnel file. A verbal warning will be absorbed in the written warning.

4.11 PRIVACY POLICY

The District and FRM are committed to protecting the confidentiality and security of information received about each employee and his/her named insureds on an insurance policy (hereinafter referred to as "individual" in this section only) through employment with the District.

A. Health Insurance Portability and Accountability Act (HIPAA):

In accordance with HIPAA, the District will maintain the privacy of each employee's Protected Health Information (PHI). This Privacy Policy protects all PHI held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral.

PHI is information, including demographic, that relates to the following:

- The individual's past, present, or future physical or mental health or condition; or
- The provision of health care to the individual; or
- The past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which a reasonable basis to believe can be used to identify the individual.

The District and/or FRM must obtain the employee's written authorization for any use or disclosure of protected health information that is not for treatment, payment, or health care operations, or otherwise permitted or required by HIPAA. Further, the District and FRM will make all reasonable efforts to use, disclose, and request only the minimum amount of

protected health information needed to accomplish the intended purpose of the use, disclosure, or request. HIPAA only applies to information acquired through the health plan and does not apply to all employment records.

Refer any questions about HIPAA to the District Manager.

Any employee who breaches this policy or is subject to investigation under the policy will be subject to action in accordance with Section 4.10, Progressive Discipline.

4.12 ANTI-FRAUD POLICY

The District is committed to the deterrence, prevention, and detection of fraud, bribery, and all other corrupt business practices. The District expects employees at all times to obey the law and maintain high, ethical standards as stated in Section 4, Standards of Conduct. This policy is consistent with and complements the following policies found in the Employee Policy that outline the principles and standards of behavior that are required of all employees:

- The District's business principles.
- Code of ethics, including a procedure for communicating concerns about unethical behavior or misconduct.
- Professional conduct, which describes expectations with respect to standards of professional conduct and unacceptable behaviors.
- Computer, email, internet, and telephone usage, which outlines employees' responsibilities when using these systems.

A. Fraud Policy

It is the District's policy that:

- Fraudulent acts will not be tolerated.
- Effective controls to prevent fraud will be developed and maintained.
- All suspected, attempted, or actual frauds will be appropriately and thoroughly investigated, regardless of the position, title, length of service, or relationship of any party who is either suspected of committing or who is implicated in the commission of a fraud.
- The District will take appropriate disciplinary action in all cases where investigation has proven fraud, bribery, or other corrupt practices. All significant cases will be reported to the appropriate public or law enforcement authorities unless the District's legal counsel suggests otherwise.
- All incidents are reviewed; systems and procedures to prevent similar frauds from occurring are utilized.

B. Definition of Fraud

Allegations of fraud are quite serious. Employees should clearly understand that accidental errors, inaccurate estimates, or negligence in performing their duties do not constitute fraud. The key element that separates fraud from accidental error is the intent to deceive. Fraud may involve a single individual or several people in collusion with each other, either from within the District or external to the District.

There is no one definition of fraud, but for practical purposes, fraud may be described as the act of making false representation, failure to disclose information, or abusing a position of trust with the intent to make a gain, cause a loss, or expose another to the risk of loss. The following are examples of actions that would be considered fraud under this policy:

- Unauthorized use, misuse, or misappropriation of District property, including funds, equipment, inventory, computer hardware or software, or any other assets.
- Unauthorized use, misuse, or misappropriation of confidential information.
- Falsification of financial records or irregularity in handling or reporting monetary transactions.
- Forgery, alteration, or falsification of documents, including, but not limited to, checks, timesheets, purchase orders, budgets, invoices, or expense reports.
- Bribery and corruption, offering, giving, or accepting an inducement or reward that may influence the actions taken by the District or its staff.
- Any computer-related activity involving unauthorized alteration, destruction, or manipulation of data for inappropriate purposes.
- Authorization of or receipt of payments for goods not received or services not performed.

C. Responsibility for Prevention and Detection of Fraud

The District Manager is responsible for establishing guidelines for acceptable behavior and ensuring that appropriate measures are in place to actively combat fraud. These measures will include the following:

- Discussions and briefings with the management team to communicate policy and identify potential areas of risk.
- Periodic assessment of fraud risks in conjunction with internal/external audit plans.
- Development of or participation in fraud awareness and training programs in conjunction with audit plans.
- Annual review of the Fraud Policy and the Fraud Response Plan.

D. Reporting Suspected, Attempted, or Actual Fraudulent Activities

All District employees are required to report any fraud incident and are encouraged to raise genuine concerns about possible fraud. An employee's concerns should be conveyed to management in confidence and without fear of reprisal. Any issues raised will be fully investigated. An employee will not be punished or victimized for raising a concern under this procedure, even if investigations show him/her to be mistaken, provided he/she is acting in good faith, not for personal gain, and believes the allegations to be substantially true.

E. Procedure

Step 1: If an employee has a concern about a fraudulent act, he/she should inform his/her immediate supervisor. This may be done verbally or in writing and should provide as much supporting evidence as possible.

Step 2: If an employee feels he/she is unable to raise the matter with his/her immediate supervisor, for whatever reasons, or still has concerns, he/she should inform another member of the management team.

Step 3: If an employee feels unable to raise the matter with the management team or still has concerns that the matter is so serious that it cannot be discussed with any of the above, contact the District Manager.

Only after an employee has exhausted the internal procedure and remains dissatisfied with the outcome should the concern be raised with the Board of Supervisors. The employee must not disclose any details of actual or suspected fraud to anyone except those mentioned above. Confidentiality is critical so as not to jeopardize the investigation. Under no circumstances may an employee communicate with a resident, a member of the press or media, or another third party about a fraud.

F. Managing and Resourcing the Fraud Investigation

The District Manager will be responsible for overseeing the District's investigation of and response to suspected, alleged, attempted, and actual frauds. The District Manager will notify the District's legal counsel and the Board of Supervisors of all alleged incidents during the first phase of the investigation. All incidents and allegations are to be recorded on a fraud log.

The District Manager will manage the investigation according to the District's Fraud Response Plan and will keep the District's legal counsel and the Board of Supervisors informed of significant developments at intervals appropriate to the investigation. The District Manager will make a full report at the conclusion of the investigation.

4.13 WHISTLEBLOWING

A. General

The District relies on its employees doing the right thing. It is important to uphold the District's high ethical standards. If an employee sees or hears something that does not feel like the right thing, he/she should speak up, including something that is possibly unlawful or unethical, financial wrongdoing, or is dangerous to the health and safety of other staff.

Below are some examples of wrongdoing, which is not intended to be an exhaustive list:

- Breaches of doing the right thing and the District's policies
- Fraud or theft against the District, a resident, a vendor, or a contractor
- Corruption, bribery, or blackmail
- Criminal offenses
- Negligence or intentional disregard of duties and responsibilities
- Conduct likely to damage the District's reputation
- Failure to comply with a legal or regulatory obligation
- Endangering the health and safety of any individual
- Endangering the environment
- Improper use of authority
- Providing data that is known to be inaccurate or misleading

- Other unethical conduct
- Hiding information about wrongdoing

An employee may be worried about raising such issues or feel it is none of his/her business, especially if it is only a suspicion. He/She may feel disloyal to colleagues or managers. The District simply expects each employee to do the right thing with the knowledge he/she will be supported regarding any genuine concern that is raised.

B. Legal Authority

Section 448.102, Florida Statutes, covers public and private employers and provides the following: An employer may not take retaliatory personnel action against an employee because he/she has disclosed or threatened to disclose to a government agency an activity, policy, or practice that is in violation of a law; or testified before an entity conducting an investigation into possible violations; or refused to participate in an activity, policy, or practice that is in violation of a law, rule, or regulation. Public employees cannot be discharged, disciplined, or subjected to adverse personnel action for making disclosures involving a violation of state or federal law that creates a substantial and specific danger to the public's health, safety, or welfare.

C. Scope

This policy applies to all District employees, including managers, contractors, consultants, trainees, part-time and full-time workers, temporary staff, and volunteers.

D. Definition of Whistleblowing

Someone blows the whistle when he/she tells a manager of a genuine concern about unethical, dangerous, or illegal activity he/she is aware of or suspects is occurring in the workplace.

Whistleblowing can inform those who need to know about health and safety risks, potential environmental problems, bribery, fraud, corruption, coverups, and many other problems. Often, it is only through whistleblowing that this information comes to light and can be addressed before real damage is done. Whistleblowing should be seen as an invaluable warning system that can save lives, jobs, money, and reputations.

This policy does not relate to complaints relating to an employee's personal circumstances, such as the way he/she has been treated at work. Those issues should be addressed with a member of the management team or the District Manager.

If an employee is uncertain if something is within the scope of this policy, he/she should seek advice from his/her immediate supervisor or a member of the management team.

E. Employee Safety

An employee who raises a genuine concern under this policy will not be at risk of losing his/her job or suffering any form of retribution as a result, even if he/she is mistaken. However, the District does not give this assurance to an employee who raises an allegation that he/she knows to be false.

Any employee who believes he/she has suffered any such treatment should inform his/her immediate supervisor or the District Manager immediately. If the matter is not remedied, the employee can raise it formally according to the grievance procedure or seek advice from the District Manager.

Staff must not retaliate, threaten, bully, or harass whistleblowers in any way. Such conduct may be subject to disciplinary action (*Section 4.10, Progressive Discipline*).

F. Confidentiality

This policy is intended to reassure employees that they can safely raise a concern openly. If an employee feels he/she cannot, he/she can ask for his/her identity to be kept confidential, but this needs to be made very clear when raising the concern. If an employee asks to have his/her identity protected, the District will not disclose it without his/her consent unless the District is required to do so legally. If a situation arises where the concern is not able to be resolved without revealing his/her identity, the District Manager will discuss this with the employee as to if and how the District can proceed.

While the District will consider anonymous reports, this policy is not designed to deal with concerns raised anonymously. If an employee does not reveal his/her identity, it will be much more difficult for the District to look into the matter, protect the employee's position, or provide feedback. It is also more difficult to determine if the allegations are credible.

Whistleblowers who are concerned about possible reprisals or retaliations if their identity is revealed should come forward to the District Manager so that appropriate measures can be taken to preserve confidentiality.

G. How to Report a Concern

The most important thing is to raise the concern with someone, which can be done in a number of ways.

Option 1: Immediate Supervisor

If an employee has a concern, the District asks that it be raised first with the immediate supervisor, which can be face-to-face or in writing. In most cases, the immediate supervisor is the most appropriate person to talk to regarding the concern. If that is not possible, the employee is not comfortable, or no action has resulted from doing this, talk with another member of the management team.

Option 2: Management Team

An employee can raise an issue with another member of the management team if he/she is uncomfortable or unable to do so with his/her immediate supervisor, or if no action has resulted from talking with his/her immediate supervisor.

Option 3: District Manager

An employee can raise an issue with the District Manager if he/she is uncomfortable or unable to do so with his/her immediate Supervisor or another member of the management team, or if no action has resulted from talking with his/her immediate Supervisor or member of the management team.

Option 4: Board of Supervisors

An employee can raise an issue with the Board of Supervisors if he/she is uncomfortable or unable to do so with his/her immediate supervisor, a member of the management team, or the District Manager, or if no action has resulted from talking with his/her immediate supervisor, a member of the management team, or the District Manager.

H. Reporting a Concern in Other Ways

The District encourages employees to report concerns as identified above before considering reporting a concern in another way (e.g., Occupational Safety and Health Administration, Internal Revenue Service, other regulatory or legal authorities). Provided the employee is acting in good faith and has evidence to back up the concern, the District prefers the matter be raised with an appropriate outside agency rather than the employee staying silent.

I. Dealing with a Concern

The District will normally discuss an employee's concern with him/her, usually involving a meeting, at which the employee can choose whether or not to be accompanied by a colleague, although the District cannot guarantee his/her confidentiality if he/she is accompanied. The employee might be asked how the matter might best be resolved. If the employee does not have any personal interest in the matter, the District requests to be told that at the outset. If another policy or procedure is more appropriate for handling the concern, the District will indicate such is the case.

The District will take down a written summary of the employee's concerns and provide him/her with a copy after the meeting, as well as an indication of how the matter may be dealt with.

Following these discussions, the District will look into the concern and initially assess what action should be taken. This may involve an internal inquiry or a more formal investigation. When fraudulent activity is suspected, the Anti-Fraud Response Plan will be used to investigate the matter (*Section 4.12, Anti-Fraud Policy*). The District will ensure the investigation is carried out in a way that is fair and equitable to the individual raising the concern and the person(s) against whom the allegation is made.

The District will inform the employee as to who is dealing with the matter, how to contact them, and if further assistance is needed. If requested by the employee, the District can provide the summary and method of handling it in writing.

Once the concern has been fully investigated, the employee will be notified with the actions that were taken.

J. Responsibilities

Employees are responsible for the following:

- Understanding the ethical behavior expected, as previously outlined.
- Raising any genuine concerns as quickly as possible pursuant to section G.

Managers are responsible for the following:

- Ensuring that all employees, temporary staff, volunteers, and contractors in each department are made aware of this policy.
- Creating an environment in which it is easy to discuss a concern about unethical behavior.
- Taking any concern seriously when it is raised.
- Dealing sensitively with anyone who raises a concern.
- Logging all concerns with the District Manager.
- Notifying the Board, the District Manager, and the District's legal counsel at the earliest opportunity if the concern involves possible fraudulent activity in order to enable them to assess if the matter is serious enough to warrant an investigation under Section 4.12, Anti-Fraud Policy.
- Investigating concerns thoroughly and making an objective assessment of the concern when the matter is not handled under the Anti-Fraud Policy.
- Seeking advice when necessary.
- Keeping the employee advised of progress, as appropriate.
- Completing an investigation report.
- Providing regular updates to the District Manager, which in turn is provided to the Board.

District Manager and the Board of Supervisors are responsible for the following:

- Providing advice to employees and managers on the application of this policy.
- Monitoring the effectiveness of this policy and process.
- Maintaining a restricted access whistleblowing register and associated records.
- Supporting managers to ensure their obligations with this policy.
- Conducting a review of this policy from legal and operational perspectives annually.

SECTION 5: WAGE and SALARY POLICIES

5.1 WAGES and INCREASES

The District uses market forces to set starting pay scales. New hires start at a reduced rate for their probationary period of (typically) no more than 90 days (*Section 3.5, Probationary Period for New Employees*). If the probationary period is successfully completed, a small increase is typically offered.

Upon reaching annual anniversaries, increases for merit and/or longevity may be offered. Such increases will be limited to the District's fiscal year budget as adopted by the Board (*Section 7.1, Performance and Salary Review*).

Additionally, if tasks needing governmental licenses are part of an employee's regular job description, a retention increase is also offered in exchange for obtaining and maintaining said license.

5.2 TIMEKEEPING

Each hourly employee shall be required to accurately maintain a timesheet, time card, or whatever format FRM has designated (hereinafter "timesheet"), including exempt and non-exempt employees.

"Time worked" is defined as time spent on the job performing assigned duties. Employee paycheck and benefit hours are based on time worked as reflected through the timesheet. Mobilization to and from a special project site counts as time worked. However, interim travel not related to an employee's job duties, and travel to and from home to the worksite are *not* considered time worked. On-call travel to and from a project site counts as time worked. Time should be reported to the nearest quarter hour.

Non-exempt employees must accurately record the following:

- Beginning and ending time of work
- Beginning and ending of meal periods
- Beginning and ending of any split shift
- Departure from work for personal reasons
- Time spent responding to work-related questions or issues when outside of normally scheduled working hours, recorded in 15-minute increments

Non-exempt employees must not clock in earlier than 15 minutes prior to the scheduled starting work time, and work must cease no later than 15 minutes after scheduled working hours without prior authorization from an employee's immediate supervisor. A supervisor must always approve overtime in advance.

Exempt employees are required to record any paid and unpaid time off. Some exempt employees may be further required to maintain detailed records of time. Exempt employee timesheets are not the basis for calculating bi-weekly pay when more than 80 hours per pay period (40 hours per week) are recorded.

Exempt employees are only required to report exception time – time other than work time, such as vacation, sick leave, and so forth. Additional methods of time tracking for

employees, both exempt and non-exempt, may vary. If such a situation applies, an immediate supervisor will provide details.

Each employee is responsible for his/her own timesheet and its accuracy. An employee's immediate supervisor will review and approve the record before submitting it for payroll processing. If corrections or modifications are made, both the employee and the supervisor must verify the accuracy of the changes. If a timesheet needs to be corrected, the employee's supervisor will follow procedures as directed by FRM. Where time clocks are used, any corrections to in or out times must be initialed on the time card by both the employee and the supervisor.

Falsification or other unauthorized alteration of this timesheet will be subject to disciplinary action (*Section 4.10, Progressive Discipline*), up to and including termination of employment. This applies to altering, falsifying, or tampering with the timesheet of another employee, including clocking in or out for another employee. No employee may write or make entries on another employee's timesheet, even if given permission.

The District complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Therefore, all managers are prohibited from making any improper deductions from the salaries of exempt employees. The District does not allow deductions that violate FLSA. If an employee believes an improper deduction has been made from a paycheck, he/she should immediately contact the District Manager, who will investigate the situation.

5.3 WORK DAY and WORK WEEK

Because of the nature of the District's operations, an employee's defined work week may vary depending on the job and/or department assigned. The standard work week is a seven-day period. Every full-time employee is assigned to a 40-hour work week. All employees must keep in mind that 40 hours per week is a minimum assigned time, and some areas may require longer weekly work schedules to properly staff that area. The standard work week consists of five eight-hour days with one unpaid meal period ^{per day}. The start and finish times of each work day may vary to meet the requirements of a particular job. A supervisor will keep employees informed of daily start and finish times.

Some projects require shift working. If an area requires 24-hour operation or shifts in excess of eight hours, a supervisor will inform the employee of the shift pattern, including start and finish times and meal breaks.

An immediate supervisor must approve any deviation from the work hours established for that department. The normal scheduled work day should not be construed as a guarantee of hours or as a limitation on the assignment of hours of work. Each employee will be expected to work all assigned or scheduled work hours.

On occasion, an employee may be required to work in excess of eight hours a day. The District reserves the right to establish a work day schedule that allows the most efficient and effective means of meeting the needs of the residents and the Board. Under no circumstances will an employee be assigned to a weekly work schedule requiring on-the-job presence seven days a week on a regular basis.

5.4 PAYDAYS and PAYCHECKS

All employees are paid according to FRM's bi-weekly pay schedule.

NOTE: Pay advances will not be granted to employees.

For paydays falling on a holiday, paychecks will be provided on the work day previous to the holiday. For those employees having direct deposit, each paycheck is credited to the employee's bank account on the scheduled payday. Employees will receive paycheck stubs in the usual manner.

If an employee does not have direct deposit and is absent on payday, his/her paycheck will be held in a secure, locked location until he/she returns to work. A paycheck can be mailed or given to a person who has been designated in writing for such purpose.

Paychecks will not be distributed prior to the pay date and cannot be cashed prior to the effective date on the check.

Federal and Florida laws require the deduction of federal and state taxes from compensation. The District must also deduct Social Security taxes on the earnings, up to a specified limit called the Social Security "wage base."

For any other voluntary deductions from paychecks, for inappropriate deductions, or for any payroll-related questions, each employee must contact FRM with questions.

5.5 ON-CALL COMPENSATION

Certain jobs may require an employee to be available for work after regular work hours during the week and/or on the weekend. Anyone scheduled for on-call duty will be issued a phone (if one is not already provided as part of the employee's work equipment), which must be carried at all times while on call.

If an emergency ^{any District related} ~~or~~ situation develops during an employee's on-call period that requires the employee to respond, he/she is expected to do so within 30 minutes. An employee will be credited for on-call duty beginning from the time he/she leaves home. The on-call credited time ends when the work is complete and he/she returns home. Payment for on-call duties will be included with that week's pay.

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The immediate supervisor will decide in a fair and equitable manner which employee(s) will be scheduled for on-call duty based on the work requirements.

5.6 OVERTIME

Occasions may sometimes require working overtime to meet the current needs of the District. In such cases, an employee may be required to work overtime, depending on the job responsibilities. An immediate supervisor must authorize any overtime.

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour requirements. Overtime is payable for all hours worked over 40 per week at a rate of one-and-one-half times the non-exempt employee's regular hourly rate. "Work week" is defined as a seven-day period starting on the first and eighth days of a

standard two-week pay period (*Section 5.2, Work Day and Work Week*). Only holiday pay is included as hours worked when calculating overtime; all other paid time is excluded (*Section 6.2, Holidays*). The Fair Labor Standards Act (FLSA) forbids employers from granting compensatory time off to employees in lieu of overtime pay.

In instances where county, state, or federal regulations dictate, overtime pay will be based on work hours in excess of eight hours per day.

Exempt employees are not entitled to overtime pay for hours worked in excess of 40 hours in a scheduled work week.

NOTE: In accordance with FLSA, all non-exempt employees must be paid at the rate of time-and-one-half for all hours work in excess of 40 hours in a week, whether or not the overtime was authorized. However, the law does not prohibit an employer from disciplining an employee who works overtime without prior authorization.

Employees must obtain a supervisor's authorization before working overtime. Overtime worked without prior authorization from the supervisor may result in disciplinary action (*Section 4.10, Progressive Discipline*). The supervisor's signature on a timesheet authorizes pay for overtime hours worked.

5.7 TRAVEL TIME

It is the District's policy to comply with all applicable laws, including the Fair Labor Standards Act (FLSA) and applicable state and local wage and hour laws related to the compensation of non-exempt employees for work-required travel.

In the event any provision of this policy conflicts with the provisions of another applicable law or contractual agreement that is more favorable to the non-exempt employee, the provisions of that other applicable law or agreement will control.

Policy provisions:

- Time spent traveling by employees commuting to and from their regular work site is not considered compensable work time, and therefore, is not counted toward hours worked.
- Once an employee arrives at his/her regular work site, travel for work-related purposes during the work day is compensable travel time. Travel home from the regular work site at the end of the work day is not compensated. If the employee travels home directly from a remote location, travel time is only compensable to the extent the travel time exceeds normal commute time.
- If the non-exempt employee begins and ends work travel from home on the same regular work day, all time spent on work travel that day by the employee will count as time worked excluding the employee's regular commuting time.
- All authorized travel time spent in a vehicle as the driver, not as the passenger, is treated as work hours regardless of whether or not the travel takes place within normal work hours or outside normal work hours.

Employees are responsible for accurately tracking, calculating, and reporting travel time on timesheets (*Section 5.1, Timekeeping*).

5.8 SOCIAL SECURITY and MEDICARE

FRM withholds income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

5.9 EXPENSE REIMBURSEMENT

District-related expenses incurred by an employee must have prior approval by a supervisor. Expenses not approved will not be paid. Reimbursement requests will be processed like an invoice. All completed reimbursement request forms should be submitted to the District Manager.

5.10 SUPPLIES and EXPENDITURES OBLIGATING THE DISTRICT

Only authorized persons may purchase supplies in the name of the District. No other employee may incur any expense on behalf of the District or bind the District by any promise or representation without written approval from the District or the District Manager.

SECTION 6: BENEFITS AND SERVICES

~~SECTION 6: BENEFITS AND SERVICES~~

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regarding the availability of
District employees should V contact FRM related to a benefits programs for regular full-time employees. The existence of these programs does not signify that an employee will necessarily be employed for the required length of time necessary to qualify for the benefits included in and administered through these programs.

6.1 VACATION

The District understands it is important for all employees to have time off for rest, relaxation, and personal pursuits. Employees in the following classifications are eligible to earn and use vacation time as described in this policy:

- Regular full-time employees
- Regular part-time employees scheduled to work more than 20 or more hours per week

The amount of paid vacation time **regular full-time employees** receive each year increases with the length of their employment, as shown in the following schedule:

Years of Service	Annual Accrual	Bi-Weekly Accrual*	Annual Maximum Carryover
Less than six (6) months	Grant of five (5) days (40 hours) after completion of six (6) months		
More than six (6) months but fewer than five (5) years	Ten (10) days, or 80 hours	3.08 hours	40 hours 5 days
More than five (5) years but fewer than fifteen (15) years	Fifteen (15) days, or 120 hours	4.62 hours	40 hours
More than fifteen (15) years	Twenty (20) days, or 160 hours.	6.16 hours	40 hours

The amount of paid vacation time **regular part-time employees** (scheduled to work 30-39 hours per week) receive each year increases with the length of their employment, as shown in the following schedule:

Years of Service	Annual Accrual	Bi-Weekly Accrual*	Annual Maximum Carryover
Less than six (6) months	Grant of 3.75 days (30 hours) after completion of six (6) months		
More than six (6) months but fewer than five (5) years	7.5 days, or 60 hours	2.31 hours	30 hours 3.75 days
More than five (5) years but fewer than fifteen (15) years	11.25 days, or 90 hours	3.47 hours	30 hours
More than fifteen (15) years	15 days, or 120 hours	4.62 hours	30 hours

The amount of paid vacation time **regular part-time employees** (scheduled to work 20-29 hours per week) receive each year increases with the length of their employment, as shown in the following schedule:

Years of Service	Annual Accrual	Bi-Weekly Accrual*	Annual Maximum Carryover
Less than six (6) months	Grant of 2.5 days (20 hours) after completion of six (6) months		
More than six (6) months but fewer than five (5) years	Five (5) days, or 40 hours	1.54 hours	20 hours 2.5 days
More than five (5) years but fewer than fifteen (15) years	7.5 days, or 60 hours	2.31 hours	20 hours
More than fifteen (15) years	Ten (10) days, or 80 hours	3.08 hours	20 hours

**The bi-weekly accrual is earned after the completion of each two-week period.*

Vacation hours are accrued on each paycheck. The rate at which an employee accrues vacation days is based on his/her personal anniversary date. Years of service and the personal anniversary date are the date of hire or service date if rehired. When an employee reaches a major anniversary, the accrual rate will increase to the higher rate at the beginning of the pay period in which the anniversary falls.

After six months of employment, employees are permitted to begin using vacation days. Employees may not use vacation days until they are accrued. The number of vacation days scheduled cannot exceed the amount already accrued up to the time vacation leave begins.

Any hours accrued over the annual maximum carryover will be lost and will not be paid to employee.

With proper approval, non-exempt employees may take vacation in increments of one hour. Exempt employees may take vacation in half-day increments. Employees are not eligible for pay in lieu of vacation.

Vacation requests must be submitted at least two weeks prior to the first requested day, with a minimum of 48 hours unless an emergency exists. All requests must be submitted in writing to the appropriate supervisor and are available on a first-come, first-served basis. When possible, vacation periods will be assigned in accordance with an employee's request. However, the immediate supervisor or the District Manager reserves the right to allow or disallow the use of a vacation day if operating requirements would be adversely affected.

Vacation allotments for the fiscal year must be taken by the end of the last pay period in September. Employees may carryover earned, unused vacation from one fiscal year to another, up to the maximum number of hours indicated in the appropriate chart above. Exceptions to the carryover maximum may be made if a scheduled vacation was canceled or postponed at the District's request due to urgent operating or work requirements. Other

exceptions can be considered in rare circumstances. All exceptions must be approved on a case-by-case basis by the District Manager.

Vacation time is paid at the employee's base rate of pay at the time of vacation for a normally scheduled work day (eight hours). This does not include overtime (whether scheduled or unscheduled) or any other type of compensation.

If a District holiday (*Section 6.2: Holidays*) falls on an employee's requested and approved vacation day, the holiday will not count as a vacation day.

Any illness or injury occurring during a vacation period does not change the nature or duration of vacation leave. If an employee is unable to return from a vacation due to illness or injury, if circumstances warrant, he may be placed on leave of absence, either with or without pay (depending upon his available vacation and sick bank), until his future employment status is determined.

Vacation days are accrued during vacation leave. FRM will maintain a detailed record of vacation time earned and used for each employee. Any employee may request to see his/her record at a reasonable time convenient to FRM. Employees disagreeing with the number of vacation days indicated in their records should notify FRM of this fact as soon as possible.

The District reserves the right to require an employee to use accrued vacation days in place of time off without pay.

Employees can use accrued and unused vacation to supplement time off for sickness or illness. However, an employee cannot borrow against unaccrued vacation.

An employee who leaves the employ of the District during the first year of employment will not be paid for any earned but unused vacation unless state law dictates differently. After one year of employment, employees who leave the service of the District will be paid for all earned, unused vacation time upon termination.

6.2 HOLIDAYS

The District observes the following paid holidays per year for all full-time and part-time employees scheduled to work 20 or more hours per week, pursuant to Section 110.117, Florida Statutes:

- New Year's Day
- Birth of Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- One personal holiday

The personal holiday can be used with prior approval of an immediate supervisor. Personal holidays may be restricted or assigned depending on ~~the available~~^{availability} personnel and the needs of the District. It must be used in a full-day increment within the current calendar year. Employees are responsible for taking their personal holiday each year. If not taken by January 1 of the following year, it is forfeited and cannot be used in the following year.

An employee is eligible for holiday pay beginning with the first date of hire. However, in order to qualify, he/she must be a regular full-time or regular part-time employee working 20 or more hours and be on active payroll status (not on a leave of absence) at the time the holiday occurs. If a holiday occurs during his/her vacation period, it will be considered a holiday rather than a vacation day. If he/she calls out sick both the day before and the day after the holiday, he/she will not receive holiday pay; the time off will be recorded as sick time. However, if an employee is sick either the day before or the day after the holiday, it will be recorded as one holiday and one sick day. Proof of illness may be required if the employee has a documented pattern of absenteeism. (see also pg 48)

Requires
★
Discretion

For regular part-time employees, holiday pay is prorated based on the scheduled hours. For employees scheduled to work 20-29 hours per week, holiday pay will be four (4) hours for each holiday. For employees scheduled to work 30-39 hours, holiday pay will be six (6) hours for each holiday.

When the holiday falls on Saturday, the previous Friday shall be observed as the recognized holiday. When it falls on a Sunday, the following Monday shall be observed. Because of the nature of the District's recreational and other facilities, employees may be required to work on a holiday and will be able to take their holiday on another day.

A non-exempt employee who is required to work on a designated holiday will receive ~~eight~~^{his/her qualified} (8) hours of holiday pay plus the overtime rate for all hours actually worked. Holiday hours are only the hours included in the calculation for overtime for the week. Hours ~~work~~^{worked} on a holiday are already paid at an overtime rate. This is self-contradictory gobbledegook! What is this hodge-podge of thrown together words supposed to mean?

An employee who works a non-traditional schedule (e.g., shift work, rotating days) with a holiday that falls on the weekend will be handled on a case-by-case basis at the discretion of the District Manager.

If an employee is asked to work on a scheduled holiday and chooses not to work, he/she will not be paid for the holiday and may be subject to disciplinary action (Section 4.10, Progressive Discipline).

Without allowing for exceptions, there may be a legal problem with this stipulation.

6.3 SICK TIME

The District provides paid sick leave to eligible employees for periods of temporary absence due to non-work-related illness or injuries. Employees are not eligible for any sick time with pay during the first 90 days of employment. After 90 days, sick time will begin to accrue each pay period.

Eligible employee classifications are as follows:

- Regular full-time employees
- Regular part-time employees scheduled to work 20 or more hours per week

After six months of full-time employment, employees are permitted to begin using sick days. Employees may not use sick days until they are accrued.

Regular full-time employees who are eligible for this benefit will accrue sick time as shown in the following schedule:

Annual Accrual	Bi-Weekly Accrual*	Annual Maximum Carryover
Ten (10) days, or 80 hours	3.08 hours	560 hours (70 days) 14 weeks (3.23 months)

Regular part-time employees (scheduled to work 30-39 hours per week) will accrue sick time as shown in the following schedule:

Annual Accrual	Bi-Weekly Accrual*	Annual Maximum Carryover
7.5 days, or 60 hours	2.31 hours	420 hours (52.5 days)

Regular part-time employees (scheduled to work 20-29 hours per week) will accrue sick time as shown in the following schedule:

Annual Accrual	Bi-Weekly Accrual*	Annual Maximum Carryover
Five (5) days, or 40 hours	1.54 hours	280 hours (35 days)

**The bi-weekly accrual is earned after the completion of each two-week period.*

Paid sick time may be used when an eligible employee is required to be absent from work because of any of the following:

1. Non-work-related illness or injury of the employee, or illness or injury of the employee's spouse, children, domestic partner, or parents.
2. Birth of a child to an employee, spouse, or domestic partner.
3. Non-work-related contact with or exposure to a contagious disease rendering the employee's presence hazardous to fellow employees (*Section 8.15, Contagious Diseases*).
4. Non-work-related necessary medical or dental attention that cannot be scheduled during non-working hours.

Employees will not be paid for any unused sick leave upon termination. Unused sick time may be carried into the following year. However, the total number of sick leave hours carried into the following year may not exceed the annual maximum carryover hours shown on the charts above. If the employee's benefits reach the maximum accrual, further accrual of sick leave benefits will be suspended.

A single sick day is comprised of eight (8) hours. Non-exempt employees may take sick leave in increments of 15 minutes up to a maximum of eight (8) hours daily. Exempt employees may take sick leave in increments of four (4) or eight (8) hours. **Employees are not permitted to take sick time before it is fully earned.**

For a personal illness, sick time can be used for the first 14 calendar days. If a personal illness extends beyond 14 calendar days, the employee should contact FRM for any short-term disability benefits before he/she is eligible for additional sick leave benefits. The employee can use any accrued hours to fill in any income gaps until short-term disability benefits begin or to supplement short-term disability benefits once he/she is absent for at least 14 calendar days. Employees can only use accrued and unused vacation to supplement time off for sickness or illness.

Proof of illness in the form of medical certificates may be required if, for any of the above reasons, an employee is absent for three (3) consecutive work days or when, at the discretion of the immediate supervisor, there is an established pattern of absenteeism (e.g., days preceding or following scheduled days off, weekends, holidays) or if sick time is taken during an employee's two-week resignation notice period. Any misrepresentation regarding sickness or a physician's statement will result in disciplinary action, up to and including termination of employment (*Section 4.10, Progressive Discipline*).

(see also pg 46)

If a District holiday falls on an employee's sick day, the holiday will not count as a sick day. If an employee is out sick the day before and the day after a holiday, the time should be entered on the timesheet as sick time and not holiday time (*Section 6.2, Holidays*).

Requires

Discretion

Sick leave benefits will be calculated on the employee's base pay rate at the time of the absence and will not include any special forms of compensation, such as overtime. Sick time does not count as hours worked for overtime calculations. The **number** of sick time taken cannot exceed the amount accrued at the time sick leave begins. **amount**

Reporting Sick Days

An employee must notify his/her immediate supervisor as soon as possible on the first day of absence, indicating the nature of the illness or disability, and the estimated length of absence. If an employee's immediate supervisor is not available, he/she must speak to the next level of management to report the absence. The immediate supervisor will establish specific procedures for reporting absences and tardiness. Failure to report an absence may be considered unauthorized and without pay.

It is the employee's responsibility to keep his/her supervisor informed of progress, including advice received from the physician treating the employee. If the employee is returning to work following a serious or a prolonged illness or injury, he/she must provide a written release from his/her doctor concerning any types of physical and/or other activities which should be avoided and for what period of time.

In line with this policy, the District reserves the right to do any of the following:

1. Verify the illness or accident through medical staff of its own choosing and/or by requiring the employee to provide a statement from his/her physician.
2. Deny paid sick leave when the injury and/or illness is a result of the employee's misconduct.
3. Deny pay for absence where an employee has a record of excessive absenteeism.

Failure to comply with this policy and the procedures could result in a delay in payment under this policy as well as other disciplinary action. If for any reason, an employee's attendance gives cause for concern, the District Manager may take appropriate disciplinary action (*Section 4.10, Progressive Discipline*).

6.4 GROUP HEALTHCARE INSURANCE

To protect the employees from the rising expense of medical bills, a major-medical insurance plan is made available to all eligible full-time employees and part-time employees scheduled to work at least 30 hours per week. The employee may be required to pay a portion of the insurance policy premium, which will be deducted from the employee's payroll check. **The employee may elect to pay for his/her portion of medical, dental, vision, prescription drug insurance, medical, or dependent care flexible spending accounts using pre-tax dollars.** Regardless of coverage selected, the District pays the majority of the cost as an employee benefit.

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Benefits are effective as of the employee's date of hire. Employees may change benefit elections only during the annual open enrollment period unless experiencing a family status change, such as one of the following:

- Birth or adoption of a dependent
- Death of a dependent or a spouse
- Marriage or divorce
- Change in a spouse's employment status that affects eligibility for coverage

There may be a required deductible per covered person per calendar year for those medical services covered, and a family deductible required per calendar year. These deductibles are set forth in the Certificate of Insurance. Further, after the deductible for covered services is reached, the insurance pays a percentage of the cost of the medical charges incurred; the employee pays the remaining percentage (the co-payment).

The health insurance policy also provides for a deductible or co-payment limit. After the employee has reached the deductible and/or the co-payment limit, the insurer will pay 100% thereafter of the charges incurred for covered services. Again, these amounts are set forth in the Certificate of Insurance. Any employee will, upon request to the District Manager, be provided a copy of the Certificate of Insurance and is responsible for familiarizing himself/herself with the details of the policy.

Is this sufficiently accurate?

This summary is not a contract of insurance. The information contained in the Certificate of Insurance alone is binding. Only the information contained in the Certificate itself will be construed as establishing a contract of insurance between the insurance carrier and the employee.

If an employee leaves the employ of the District, coverage will end on the last day worked and is not continued to the last day of the month in which termination occurs.

6.5 COBRA BENEFITS

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under

the District's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee's hours, leave of absence, divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage after a qualifying event at the District's group rates plus an administration fee for continuation coverage. The District provides each eligible employee with a written notice describing rights granted under COBRA when a qualifying event occurs. The notice contains important information about the rights and obligations of the employee and/or beneficiary(ies). Failure to timely comply with the notice may result in a loss of insurance coverage. It is imperative that each employee keep the District apprised of the status of his/her family life and age of dependents.

6.6 WORKERS' COMPENSATION

Worker's compensation is provided by FRM policies at no cost to employees. This program covers incidents that result from work-related illness or injury.

If an employee sustains a work-related injury or illness, he/she must inform his/her immediate supervisor immediately, who will notify FRM and will direct the employee to a list of preferred providers that accept FRM's workers' compensation insurance. An employee may exercise the option of seeing a doctor of his/her choice, but the benefits will occur faster if seeing a preferred provider. Prior to receiving medical treatment, notify the provider that this is treatment for a work-related injury or illness.

An employee who qualifies for workers' compensation benefits will be expected to follow the treatment recommendations and keep all scheduled appointments in order to allow him/her to return to work as quickly as possible. An employee may supplement the workers' compensation waiting period with vacation time; sick time, however, may not be used.

Neither the District nor FRM will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activities.

Contact FRM for further details or with questions.

6.7 LEAVE OF ABSENCE

In an effort to recognize the need of employees who require time off for medical, military, and personal reasons, the District provides a leave of absence option for all regular full-time employees. Part-time employees who have worked more than 1,250 hours may also be eligible for leave.

Eligibility and Employee Requests

All regular employees who have completed 90 calendar days of service are eligible to request a leave of absence.

Any employee who will be or is off work for more than three (3) consecutive work days (other than vacation, bereavement, or jury duty) must make a request for a leave of absence

from the original date of absence. This request must be submitted to the employee's immediate supervisor, who will add a recommendation and submit it to the District Manager.

Types of Leave

If approved, the District will grant one of the following leaves of absence to an employee:

Personal Leave: Leave of absence will be considered for a maximum of 30 calendar days without pay for an employee to take care of matters, such as settling an estate, or handling family or personal legal problems. Once leave is approved and additional leave is required beyond the initial request, a new written request will be required.

Personal illness or Disability: Leave of absence will be considered for a maximum period of twelve (12) weeks within a 12-month period for an employee who has a serious health condition.

Family: Leave of absence will be considered for a maximum of twelve (12) weeks within a 12-month period due to a serious health condition of an employee's immediate family member. An immediate family member is considered to be the employee's spouse, child, parents, or grandparents.

Natural Disasters: The District will grant up to five (5) paid days off for the total loss of an employee's primary residence due to fire, flood, tornado, hurricane, or any other unforeseen disaster. The employee's immediate supervisor and the District Manager need to approve these special circumstances and may require additional documentation.

Birth of Child, Adoption, or Foster Care: Leave of absence will be considered for a period of twelve (12) weeks per year because of the birth of a child to the employee or the placement of a child with the employee for adoption or foster care.

Caregiver Leave: Leave of absence will be considered for a maximum of 26 weeks if the employee is the parent, child, or next of kin of an injured service member who experienced a serious injury or illness on active duty in the Armed Forces.

Family Member Call to Active Duty: Leave of absence will be considered for a period of twelve (12) weeks per year because the employee's spouse, parent, or child is on or is called to active duty in the Armed Forces when they experience an event that is a "qualifying exigency" as defined under the Family and Medical Leave Act. The amount of time allowed is dependent on the reason for the departure.

Military

The District will comply with all regulations under the Uniformed Services Employment and Reemployment Rights Act (USERRA). See Section 6.8, Military Leave for further details.

Payment of Insurance Premiums While on Leave

Benefit elections in effect at the time a leave of absence begins will remain active, provided the employee continues to pay his/her portion of the premiums (e.g., medical, dental, voluntary benefits, and supplemental insurance). The employee will be notified at the beginning of his/her leave of absence regarding the amount due by the first of each month to cover the previous month. Premiums unpaid for 30 days after the due date will result in

cancellation of coverage. The employee will be notified in writing at least 15 days before the date health coverage will lapse. COBRA paperwork will then be sent to the employee at the time of cancellation. If the employee returns to work prior to the first day of the month, the premiums due will be deducted from his/her paycheck.

Calculation of Premiums Due While on Leave

Personal Leave: Once the employee is no longer receiving a paycheck, premiums will need to be paid by the employee based on the first day of unpaid leave. Calculations should be made from day one of the unpaid leave to the end of that month and then monthly thereafter. The group insurance company will calculate the premium and inform the employee of the amount due.

Worker's Compensations: Once an employee is on workers' compensation leave, his/her paychecks will no longer come from FRM, and therefore, premiums will need to be paid by the employee based on the first day of workers' compensation leave. Calculations should be made from day one of the leave to the end of that month, and then monthly thereafter. The group insurance company will calculate the premium and inform the employee of the amount due.

General Conditions: Sick, Vacation, and Holiday

- Leave starts the first day the employee misses work.
- Earned sick time can only be used for a personal non-work-related illness or disability. For personal illnesses beyond 14 days, employees should apply for short-term disability, if offered.
- Earned sick time can be used to care for a family member in the household.
- Earned vacation time can be used for any type of leave.
- Holidays that fall within a leave of absence will not be paid.
- An employee will not accrue vacation or sick time while out on unpaid leave of absence or worker's compensation.

Other Employment

The District will not consider requests for a leave of absence for an employee to pursue other employment of any type, regardless of whether such employment is for pay or only to assist a personal family member or friend.

The District will not consider a request for a leave of absence for an employee who is incarcerated.

Notification of Termination of Leave of Absence

The employee must notify the District Manager prior to his/her return to work.

Reinstatement

When an employee returns from a leave of absence, he/she will be reinstated in either his/her prior position or a position with similar duties or level, and with a similar pay rate as required by law or as otherwise available.

Physician's Statement of Return

If a leave of absence was granted for disability or illness, an attending physician's statement indicating approval of return to work must be provided at the time (first day) of return to work.

6.8 MILITARY LEAVE

The District will comply with all regulations under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and will grant a leave of absence to employees serving in the military for a period of up to five (5) years. Periodic training duty and involuntary active duty extensions and recalls do not count toward the five-year maximum.

Eligibility: An employee qualifies for protection under USERRA if he/she is absent from work to serve in the Armed Forces, the National Guard, Commissioned Corps of Public Health Service, or any other category designated by the President in time of war or emergency.

Benefits While on Military Leave: Once an employee is on active Military Leave, the District will pay for all benefits for the first 30 days. After 30 days, all benefits will be suspended for the length of the military leave. Employees will have the right to resume coverage upon return from the leave. Employees can continue coverage during military leave by electing COBRA coverage, which paperwork is available from the group healthcare insurance company and will be mailed to the employee's home address within 14 days after loss of coverage.

Active Duty Reemployment Conditions: An employee who is called or voluntarily enlists for active military duty will receive all reemployment rights under all applicable federal and state laws when military service is completed. The employee must return to full employment within the guidelines set forth under the USERRA regulations.

Reserve Training Time Off: All employees will be allowed time off to participate in annual mandatory military reserve activities. The District will pay the difference between the gross military pay, exclusive of subsistence and travel allowance, and the employee's gross regular pay for two- (2) week assignments during a calendar year. One-day or weekend assignments do not fall under this policy and will not be paid by the District.

Reemployment Criteria

Any person who was a regular full-time or part-time employee and took a leave of absence as a result of his or her service in the Armed Forces will be entitled to reemployment in the former position or a position of like seniority, status, and pay within ten (10) days of application for reemployment, as long as all of the following conditions are met:

- The individual has given advance written or verbal notice of his/her leave to FRM and the District (prior notice of the leave is not required if it is precluded by military necessity or giving such notice is impossible or unreasonable).
- The cumulative length of the absence and all previous absences from employment with the District does not exceed five (5) years.
- The individual was discharged under honorable conditions.


- The person reports to or submits an application for reemployment to FRM within the timeframes set forth below.

Period of Service	Required Notice Time to Return to Work
Fewer than 31 days	First full regularly scheduled work period on the first full calendar day following completion of the service (with an eight- (8) hour period for safe transportation).
More than 30 days but fewer than 181 days	Fourteen days after the completion of service (or if impossible or unreasonable through no fault of the person, the next first full calendar day when application becomes possible).
More than 180 days	Not later than 90 days after the completion of service.
A person who is hospitalized or convalescing	At the end of the period that is necessary for the person to recover.

Certain Florida homeland security and emergency preparedness responders and first responders, National Guard of Florida, and other state militia or military forces in Florida must report back to work within seventy-two (72) hours after being released from such duty.

Also please note that the service member is required to provide documentation of the time away and the time of release. However, failure to provide documentation will not be a basis for denying reemployment if the failure occurs because the documentation does not exist or is not readily available at the time of the request by the District.

The District will not reemploy an individual when:

- The District's circumstances have changed so as to make such reemployment impossible or unreasonable.
- The person is ^{not} entitled to reemployment due to a disability or is no longer qualified for the prior position and employment imposes an undue hardship on the District. 
- The employment from which the person leaves to serve in the Armed Forces is a temporary job and there is no reasonable expectation that the job will continue indefinitely or for a significant period.

The District will document impossibility or unreasonableness, undue hardship, or temporary nature of the job.

A. Use of Accrued Leave

Employees may use any amount or combination of accrued leave such as vacation or other leave with pay toward uniformed service time. Florida state law also requires that the employee must continue to accrue sick leave and vacation leave on the same basis as he/she would have accrued such leave during the period of service in the Armed Forces. However, neither the District nor FRM requires employees to use paid leave to apply toward a military leave.

B. Compensation

Employees are not entitled to pay during their leave to perform service in the Armed Forces.

C. Insurance

An employee on military leave has the right to maintain life, health, and accident insurance during the period of service as long as:

- The employee notifies the **District** of the intent to continue coverage at the time he/she enters service in the Armed Forces.
- The employee pays the **District** the amount that would have been deducted from his/her paycheck for the insurance.

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The District will pay the employee's contribution to the insurer, plus an amount equal to what the District would have contributed during the period of service in the Armed Forces. Employees returning to work will be reinstated to the health coverage, including all dependents and family members previously covered, which they would have had as if they had never left. Exclusions for pre-existing conditions, proof of good health, and waiting periods will not be applied. However, exclusions for illnesses or injuries that were service connected will be applied.

D. Reemployment Positions

Individuals are to be reemployed according to the following schedule:

- If his or her service was fewer than 91 days, the individual will be placed in the job he/she would have had if employment had not been interrupted by service and assuming the person is qualified to perform those job duties (e.g., a person may have to be promoted). If the person served for fewer than 91 days and is not qualified to perform the duties of the job he/she would have had if there had not been any service and all reasonable efforts to qualify the person for that job have been made, then this individual will be reinstated in the job held on the date the leave for service began.
- If the service was more than 90 days, then the person will be placed in the job the person would have had if employment had not been interrupted (e.g., a promoted position) or a position of like seniority status and pay which alternate job the person is qualified to perform. If the person served more than 90 days and is not qualified to perform the job which he/she would have had if not for service and all reasonable efforts to qualify the person for that job have been made, the person will be placed in the job which he/she held on the date the leave for service commenced.
- In the case of a person with a disability, who after reasonable efforts is not qualified to be employed in the positions required by the federal Uniformed Services Act, the person will be employed in any other position which is equivalent in seniority status and pay if the person is qualified to perform those duties with or without reasonable accommodations.
- If an individual is not qualified to hold any of the positions as required by the federal Uniformed Services Act, the person will be placed in any other nearest approximate position of lesser status and pay which the person is qualified to perform with full seniority.
- If two or more persons are entitled to the same job under the federal Uniformed Services Act, the one who left the position first shall have the prior right to reemployment.

- Temporary employees are not eligible for reinstatement. Similarly, employees who were about to be discharged for misconduct are not eligible for reinstatement.

E. National Guard

Under Florida law, any person called or ordered to active duty in the service of the National Guard of Florida or of any other state, the state militia, any other military force of the state, or homeland security and emergency preparedness responders and first responders, will be reinstated to the same or comparable employment without loss of seniority upon honorable release from duty. Application for reinstatement must be made within 72 hours after release from duty or recovery from a duty-related injury. If an employee is no longer qualified or capable of performing the essential functions and duties of his or her position because of a duty-related disability but is otherwise qualified to perform another position, the employee will be placed in that position.

District policy prohibits discrimination against an employee who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in the Armed Forces. In general, these individuals will not be denied initial employment, reemployment, retention employment, promotion, or any benefit of an employee based on membership in the Armed Forces, application for membership, performance of service, application for service or actual service obligation. Adverse employment action against a person who assists another person in exercising his or her rights is also prohibited, regardless of whether the person assisting is a member of the military. This discrimination policy applies to both regular and temporary employees.

6.9 FAMILY and MEDICAL LEAVE ACT OF 1993 (FMLA)

The District is not required to comply with the Family and Medical Leave Act of 1993 (FMLA) because it does not employ 50 or more employees within a 75-mile radius. An employee needing time off for any of the conditions included in FMLA should consult with his/her immediate supervisor or the District Manager, who will consider the request on a case-by-case basis.

6.10 BEREAVEMENT LEAVE

The District offers bereavement leave to provide a time for mourning after the death of a family member. Bereavement leave may be granted to regular full-time or part-time employees who experience a death in their family.

Employees are eligible for up to five (5) eight-hour days of paid leave in the event of the death of one of the following:

- Spouse or domestic partner
- Parent, step-parent, guardian, or grandparent
- Child or step-child
- Sibling or step-sibling
- Brother-in-law or sister-in-law
- Son-in-law or daughter-in-law
- Spouse's or domestic partner's child, parent, step-parent, or sibling
- Grandchild, step-grandchild, or domestic partner's grandchild or step-grandchild

Employees are eligible for one (1) eight-hour day in the event of a non-immediate family member, such as one of the following:

- Aunt or uncle
- Cousin
- Niece or nephew
- Spouse's or domestic partner's grandparent

An employee may, with his/her immediate supervisor's approval, use any accrued vacation time for additional time off as necessary.

For regular part-time employees, bereavement leave is prorated based on scheduled hours. For employees scheduled to work 20-29 hours per week, bereavement pay will be four (4) hours per day. For employees scheduled to work 30-39 hours per week, bereavement pay will be six (6) hours per day. Full-time employees will be paid eight (8) hours for each day of bereavement leave. Bereavement pay is calculated on the base pay rate at the time of the absence and will not include any other special forms of compensation.

Employees should contact their immediate supervisor to request bereavement leave. The District reserves the right to request documentation verifying the loss of the family member.

6.11 COURT APPEARANCE LEAVE

The District encourages employees to fulfill their civic responsibilities by serving jury duty when required. All regular full-time and part-time employees are eligible ^{for} up to 30 work days of paid time off for jury duty or to respond to a subpoena or summons to appear in court in a case in which the employee is neither defendant nor plaintiff. The employee is required to provide proof of jury duty upon his/her return; however, the employee may keep any payments made by the court for his/her jury duty service. If an employee volunteers for jury duty, it will be unpaid.

NOTE: This policy does not apply to cases in which the employee is a litigant, complainant, or defendant in matters that are in the employee's own interest.

If an employee receives a jury duty summons, he/she should show it to his/her immediate supervisor immediately so arrangements can be made to cover the absence. The District may request the employee to delay jury duty if his/her absence would create serious operational difficulties.

If a court holiday occurs or the employee's service at court is not required for four or more hours on a given day, the employee is expected to report to work during that time.

All health benefits remain in effect, and time-off benefits continue to accrue while an employee is on paid court appearance leave.

6.12 TIME OFF TO VOTE

The District encourages all employees to vote in national, state, and local elections, and therefore, the District will give employees time off to vote when necessary.

If an employee does not have sufficient time to vote outside of his/her working hours, he/she may take time off to vote. Time off to vote is granted ONLY if the polls open fewer than two (2) hours prior to the employee's scheduled starting time or close fewer than two (2) hours after the employee's scheduled quitting time. Each employee is allowed two (2) hours of time off to vote per election.

In order to take time off to vote, the employee must provide written notice to his/her immediate supervisor at least 24 hours in advance of voting day.

6.13 DOMESTIC PARTNER POLICY

Based on the Supreme Court ruling and other Florida law, the benefits provided to domestic partners (regardless of gender) are the same as provided to opposite-sex spouses of employees. Any benefit to opposite-sex marriage partners are legally required as of January 6, 2015, to extend to domestic or same-sex partners.

Domestic partners are persons who meet all the following criteria:

- Are at least 18 years of age
- Are financially interdependent with the employee
- Are not legally married to another person and not related in any way that would prohibit marriage by law
- Are each other's sole domestic partner
- Share permanent resident

SECTION 7: CAREER DEVELOPMENT and ADVANCEMENT

7.1 PERFORMANCE and SALARY REVIEW

The District believes most employees like to have opportunities to discuss ways to increase their knowledge and improve their skills for better performance and enhanced job satisfaction. Performance needs to be managed objectively, and employees should take part in the process to enhance their development.

Supervisors may conduct performance reviews and planning sessions with all regular full-time and regular part-time employees annually and may conduct informal reviews and planning sessions at other times at their discretion. Performance reviews and planning sessions are designed for the supervisor and the employee to discuss the employee's current job tasks, encourage and recognize attributes, identify and correct weaknesses, encourage and recognize strengths, and discuss purposeful and positive approaches for meeting goals. Together, the employee and the supervisor discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

New employees will be reviewed at the end of their probationary periods (*Section 3.5, Probationary Period for New Employees*). After the initial review, the employee may be reviewed according to an annual schedule, or more frequently at the supervisor's discretion.

Wage or salary increases will be determined on the basis of performance, adherence to District policies and procedures, ability to meet or exceed duties per job description and achieve performance goals, essential nature of position held, and the best interests of the District. The decision to award any increase is dependent on numerous factors, including the information documented by the formal performance evaluation process. The employee's performance review and planning sessions will have a direct effect on any changes in his/her compensation. For this reason among others, it is important to prepare for these reviews carefully and to participate in them fully. Delivery of a performance review is not a guarantee of a salary increase.

Increases are solely at the Board's discretion and may or may not be given each year. Although salary ranges and hourly wage schedules may be adjusted on an ongoing basis, the District does not grant "cost of living" increases. Performance is the key to wage increases. No employee is guaranteed a wage or salary increase at any time.


7.2 PROMOTIONS

The District desires to promote qualified individuals from within the employee pool. Employees are encouraged to obtain the necessary skills, training, education, and professional registration or certification in order to be eligible candidates for promotion.

If such a position becomes available, any employee who requests to be considered for that open position will be given preference over applicants from outside, if the employee is equally or better qualified. The District Manager makes every effort to fill job openings with the most qualified people available and will gladly consider current employees as long as they have the qualifications necessary for the job.

7.3 TRAINING AND PROFESSIONAL DEVELOPMENT

The District recognizes the value of professional development and personal growth for employees. Therefore, the District encourages its employees who are interested in continuing education and job-specific training to research these possibilities further. To the extent **these** **such** classes and/or training may interfere with an employee's job, the employee must first obtain written approval from his/her immediate supervisor before enrolling or committing to any such class or training. The District does not guarantee reimbursement or repayment to employees for any such classes or training, regardless of whether or not the District approves of such classes or training.



SECTION 8: WORK ENVIRONMENT

8.1 BUSINESS HOURS

The District is usually open for business from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for holidays (*Section 6.2, Holidays*). Due to the nature of the District's field activities and operations, an employee may be assigned to different working hours, for a total of eight (8) hours in a work day. The standard work week is 40 hours of work (*Section 5.2, Work Day and Work Week, and Section 5.5, Overtime*). In the computation of various employee benefits, the employee workweek is considered to begin on Sunday (starting at 12:00 midnight) through Saturday (ending at 11:59 p.m.), unless a supervisor makes prior other arrangement with the employee.


Attendance is absolutely necessary (*Section 4.6, Attendance and Punctuality*).

8.2 LUNCH PERIODS


Employees are usually allowed a one-hour lunch break. Lunch breaks generally are taken between the hours of 11 a.m. and 2:00 p.m. on a staggered schedule so that an employee's absence does not create a problem for co-workers or residents. Extended or prolonged lunch breaks without prior authorization are not allowed.

In the case of a conflict or business need, the District reserves the right to designate or cancel lunch breaks. Employees are permitted to use the appropriate and designated facilities located in the building during lunch and breaks if they choose. Each employee is responsible for cleaning the area after use.

8.3 BREAKS

All full-time, non-exempt employees are permitted two fifteen- (15) minute rest breaks per work day, at times determined by the employee and the immediate supervisor, with one break to be taken in the morning and one in the afternoon. Breaks should be staggered to avoid disrupting the operations of any department. ^{or on-going District activity} Breaks are not permitted at either the beginning or end of the work day to offset arrival and departure times, nor may they be added to the lunch break. Employees who voluntarily work through their break periods will not be permitted additional compensation. 

8.4 EMPLOYEE REQUIRING MEDICAL ATTENTION

In the event an employee requires medical attention, whether injured or becoming ill while at work, the employee's personal physician must be notified immediately. If it is necessary for the employee to be seen by the doctor or go to the hospital, a family member will be called to transport the employee to the appropriate facility. If an emergency arises, ^{that requires on-site} Emergency Medical Services to evaluate the injury/illness of an employee ^{requiring on-site}, the employee will be responsible for any transportation charges if the injury is not work-related. Furthermore, the District's employees will not be responsible for transportation of another employee to the hospital or physician's office. A physician's "return to work" notice will be required before an employee may return to work. (*See other requirements and conditions in Section 6.3, Sick Time.*) 

8.5 INSURANCE ON PERSONAL EFFECTS

All employees should be sure that their own personal insurance policies cover the loss or theft of personal property left at the workplace. The District assumes no risk for any loss or damage to personal property.

8.6 SAFETY and SECURITY

The health and safety of every employee, resident, and visitor on District property is of **primary** importance and is a key part of everyone's job. The District will comply with all federal, state, and local safety codes. Every employee has the responsibility to prevent accidents and injuries by observing established work rules, by following the direction of supervisors, by practicing the principles taught in safety training sessions, and by providing ideas on how safety efforts might be further strengthened. The success of the District's safety program depends on the alertness and personal commitment of every employee.

The District and FRM provide employees with information about workplace safety and health issues through various communication channels, such as meetings, bulletin board postings, and other means. Employees will receive periodic workplace safety training that describes potential hazards and safe work practices designed to eliminate or minimize hazards.

Each employee is expected to follow all site-specific security protocols. Any employee who has a question about site-specific security protocols should contact his/her immediate supervisor or the District Manager.

Exterior doors should always be securely closed, as well as locked if no employees are in the office areas. All employees are required to accompany any visitor or unauthorized person and to immediately notify their immediate supervisor in the instance of an unauthorized person.

Employees are expected to obey all safety rules and to exercise caution in all work activities. Be constantly alert to potential problems, and immediately report any unsafe conditions to the appropriate supervisor or District Manager.

If an accident resulting in injury occurs, notify a supervisor immediately, no matter how insignificant the injury may seem. An employee first aid report will need to be completed, which is necessary to comply with laws and to initiate insurance and/or workers' compensation benefits procedures.

Any **An** employee who violates safety standards including security protocols, causes hazardous or dangerous situations, or observes but fails to report (and remedy, if appropriate) such situations may be subject to disciplinary action, up to and including termination of employment (*Section 4.10, Progressive Discipline*).

8.7 EMERGENCY CLOSING

While the District will make every effort to remain open for business and operations on scheduled work days, sometimes conditions make it impossible to do so, including, but not limited to, severe weather, fires, power failure, declared state of emergency, utility disruptions, natural disasters, or terrorist actions. In all cases, employee safety will be the primary consideration. Should a situation occur during non-working hours, employees will

be given site-specific emergency closing procedures prior to any foreseeable event. As a general rule, the District follows Osceola County's closure schedule.

Employees will be paid their regular pay (up to eight (8) hours) for up to three days of emergency closure pay per event. If closures exceed three days, the days will be considered unpaid leave unless an employee has accrued vacation time he/she wishes to use. In the event of a partial-day closure, all employees will be paid their normal pay (up to eight (8) hours) for the day. This is true whether the closure is due to early closing or late opening in accordance with the procedures specified above.

Under unforeseen circumstances, the office or work operations may not be officially closed, but employees may be given the option to leave. Should this occur, employees will be given the opportunity to use available vacation time, take the time off unpaid, or make up the lost time within the week.

Employees who are late or who choose not to report to work when the office and work operations are otherwise open will be subject to the provisions of the attendance and tardiness policy (*Section 4.7, Attendance and Punctuality*).

Essential Personnel Policy

Certain employees may be designated as essential personnel and may be required to remain at work immediately before, during, and/or after an emergency to assist in **District operation preparation**. Non-exempt employees deemed essential will receive compensation at their regular rate of pay for all hours worked, in addition to the emergency closure pay. Normal overtime rules will apply.

Non-Emergency Weather Conditions

District facilities will generally continue to operate during inclement weather. The decision to close the office will be made by the supervisor with authorization from the District Manager. When the decision is made to close the office and field operations, employees will receive official notification from their immediate supervisor.

All employees are issued rain gear. During a rain event or other inclement weather that is not a dangerous situation, such as a tornado warning or hurricane, District operations will continue as scheduled.

Thunderstorm Policy: In the event of lightning, employees must seek shelter indoors. If no lightning is seen after 30 minutes, employees may return to the field. In case of a thunderstorm (with thunder only) in the immediate area, employees should seek shelter for 15 minutes. If no thunder is heard after this period, employees may return to the field.

8.8 SOLICITATION, DISTRIBUTION, and POSTING

Persons not employed by the District may not solicit or distribute literature in the workplace at any time for any purpose. Solicitations and/or distributions by employees and non-employees for funds, products, services, memberships, or for any other reason are not permitted on District property with the exception of District activities. The distribution of any written material within the workplace unrelated to the District is prohibited.

(without explicit, written authorization by the District Manager)

Examples of non-permissible forms of solicitation include, but are not limited to, the following:

- Collection of money, goods, or gifts for community, religious, political, charitable, or school groups
- Sale of goods, services, or subscriptions
- Circulation of petitions
- Distribution of literature not approved by the District
- Solicitation of memberships, fees, or dues

In addition, the posting of written solicitations (in any form) on District bulletin boards is restricted. These bulletin boards display important employee information and should be consulted frequently for the following:

- Employee announcements
- Internal memos
- Organizational announcements
- Workers' compensation insurance information
- Legal employee rights

If an employee has a message of interest to the workplace, he/she should submit it to the District Manager for approval.

Violations of this policy should be reported to the District Manager.

8.9 COMPUTER, EMAIL, INTERNET, and TELEPHONE USE

The District recognizes that the use of computers, email, internet, and telephones make communication more efficient and effective. All computers, computer files, the email system, internet, telephones, and software provided for employee use are the property of the District and are intended for District business use only.

COMPUTERS, EMAIL and SOFTWARE

Employees may not engage in any personal use of the internet or computers during working hours, which would adversely affect performance or production.

To ensure compliance with the District's acceptable use policy, the District reserves the right to intercept, review, copy, and/or delete emails on any computer email system, including personal emails sent or received by any of its employees, and to review any computer hardware or software which has been utilized at the District. No employee should expect any privacy as it relates to computer and/or email usage while at the District.

Theft or unauthorized use of either tangible property or intellectual property will not be tolerated, including unauthorized copying of copyrighted software without permission of the person or organizations holding the copyright. Such action is not only unethical, it is illegal, and can subject both the employee and the District to civil and/or criminal prosecution. Any employee who makes or uses an unauthorized copy of software on a District owned/issued electronic device (computer, tablet, phone, etc.) will be subject to disciplinary action, up to and including termination (Section 4.10, Progressive Discipline). Any employee who becomes aware of any unauthorized copying or use of licensed software on a District computer should notify the District Manager immediately.

The following conduct is strictly prohibited (this list is not exhaustive and the District shall be permitted to make a determination of additional situations it deems inappropriate and/or not permissible):

- Accessing or displaying offensive or pornographic messages or pictures on the computer screen.
- Sending offensive, pornographic, harassing, or discriminatory messages or pictures via email, email attachments, file-transfer, Instant Messaging, or any other means of cyber-communication.
- Using obscene, pornographic, racist, sexist, or inappropriate language.
- Transferring to hard disk or floppy files containing offensive, racist, or pornographic messages or pictures.
- Harassing, insulting, or attacking others.
- Solicitation for other commercial ventures, religious or political causes, outside organizations, or other non-District matters.
- Sending or forwarding “chain letters” or “broadcast” messages.
- Violating copyright laws.
- Unauthorized use of another’s folders, work, files, or disks, ~~unless given specific approval to do so.~~ [meaningless]
- Plagiarism (i.e., copying another person’s work to present as the employee’s own).
- Unauthorized use of any password.
- Creating or transmitting computer viruses.
- Unauthorized access to the District computer systems.
- Using District equipment for commercial purposes.
- Using Internet communication to harass or harm other people.
- Downloading or copying of software without permission.
- Downloading ~~any~~ executable files from the Internet without management’s approval. ←
- Using personal disks or programs on District equipment.

Use of the computing resources at the District is a privilege, not a right. Violation of any of the above guidelines will subject the violator to disciplinary action, which may include any of the following: warning, loss of computer privileges, suspension, termination, or legal prosecution. Any discipline shall be determined on a case-by-case basis, with no requirement that any progressive discipline be employed. Management retains the sole and exclusive right and privilege to determine the appropriateness of any discipline (*Section 4.10, Progressive Discipline*).

INTERNET

Internet access is provided to help employees obtain District-related information. Conduct while on the internet shall be ethical and lawful at all times. Incidental personal use of the internet is allowed during breaks and meal times but must not disrupt the operation of the District’s activities or the employee’s productivity.

If an employee ~~obtains~~ ^{needs to obtain} information from the internet, he/she must be sure ^{that the material} ~~it~~ is not protected under copyright laws ~~before copying or downloading it. Also~~ ^{and must} take necessary anti-virus precautions before downloading or copying any file from the internet.

TELEPHONES

District telephones are intended for the use of serving our residents and in conducting the District's business. Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief. To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours. If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action (*Section 4.10, Progressive Discipline*).

The use of cellular telephones shall also be governed by this policy. This policy applies to both incoming and outgoing cellular calls. Cellular phones shall be turned off or set to silent or vibrate mode during meetings, conferences, and in other locations where incoming calls may disrupt normal workflow. Employees may carry and use personal cellular phones while at work on a sporadic basis. If employee use of a personal cell phone causes disruptions or loss in productivity, the employee may become subject to disciplinary action (*Section 4.10, Progressive Discipline*).

If an employee is operating a District vehicle or is driving his/her personal vehicle for work and receives a call on a cellular phone, the employee may answer but shall ask the caller to hold, put the phone down, and pull to the side of the roadway, into a parking lot, or other safe location to respond to the call.

Failure to follow this policy may result in disciplinary action up to and including termination (*Section 4.10, Progressive Discipline*).

MONITORING

Because the District owns the computer equipment and telephones and is responsible for their use, the District reserves the right to monitor equipment and its use for adherence to this policy. Any violation of the policy will subject the employee to disciplinary actions, up to and including termination (*Section 4.10, Progressive Discipline*).

8.10 DISTRICT PROPERTY ISSUED TO EMPLOYEES


The District will issue certain items to each employee, including but not limited to a cellular phone with protective case, a set of keys for the facilities, and a set of tools. Upon termination, both voluntary and involuntary, all property must be returned to an employee's immediate supervisor on or before the last working day.

Any employee who receives District equipment will be required to sign a disclosure and authorization. Failure to return any District equipment may result in equivalent costs being deducted from the employee's final paycheck (*Section 10.1, Employment Termination*).

OTHER DISTRICT EQUIPMENT

Only authorized and trained personnel are permitted to use District equipment and tools. Employees will need to inform their immediate supervisor when using certain District tools and equipment. Employees should review the operating instructions prior to using District equipment or tools. Appropriate safety equipment should be worn at all times when using District equipment or tools.


Employees are responsible for ensuring that tools and equipment are in good condition.

Loaning District tools or equipment to ^{other} employees or residents is prohibited. Tools and equipment cannot be used for personal use due to insurance risk and liabilities for which the District may be held responsible. Employees will only be allowed to use District tools and equipment while on District property during the course of their scheduled working hours. In addition, employees are not permitted to use District facilities or tools outside their scheduled hours to repair personal vehicles or property. 

8.11 DISTRICT VEHICLES and DRIVING POLICY

Employees who operate District-owned vehicles while on District business must do so in a lawful and safe manner. Because the District has the sole discretion in determining who may operate District-owned vehicles, the District has the right to review any appropriate documents including driving records, proof of a valid driver license, automobile insurance information, and so forth. The District Manager must be made immediately aware of any employee's driving violations, changes to driver information and driver status, and suspension or termination of insurance. Any employee who is required to drive for District business shall produce such information upon request of the immediate supervisor or the District Manager.

Employees are expected to take all steps necessary to avoid endangering themselves and others while operating any vehicles on District business. Employees authorized to operate District-owned vehicles in any capacity are expected to comply with the following rules:

- Ensure that all occupants, including employee, wear safety belts (if provided) while the vehicle is in operation.
- Ensure that the vehicle to which the employee is assigned is maintained in a safe driving condition.
- Comply with respective laws governing motor vehicle operations.
- Does not under any circumstances use any mobile communications equipment (e.g., cell phones, pagers, laptops, tablets) while the vehicle is in motion, including hands-free devices.
- Has a valid driver license to operate a District-owned vehicle or while driving a personal vehicle on District business, and has the appropriate license class for the vehicle the employee is driving.
- District-owned vehicles are to be driven only for District business and activities by authorized employees and not for personal travel or use (e.g., towing trailers, moving personal property).
- Use the utmost responsibility when driving a District-owned vehicle for District business or activities.
- All incidents in a District-owned vehicle or in a personal vehicle while conducting District business must be reported ^{promptly} to the employee's immediate supervisor **immediately**. Any employee involved in a traffic accident, regardless of who is at fault, must submit to a drug and alcohol test as soon as possible after the incident. In addition, if a vehicle is damaged while unattended, the driver of the vehicle must submit to a drug and alcohol test. Failure to do so may result in termination (*Section 4.10, Progressive Discipline*). Employees should not drive a District-owned vehicle or a 

personal vehicle to conduct District business or activities until the results have been received and reviewed, unless authorized by the District Manager.

- Any employee who has a driver license revoked or suspended shall immediately notify his/her immediate supervisor and discontinue operation of a vehicle immediately. Failure to do so may result in disciplinary action, up to and including termination (*Section 4.10, Progressive Discipline*).
- Tickets for violations, illegal parking, toll violations, and so forth are the responsibility of the driver and will not be reimbursed by the District. All fines should be handled properly and on a timely basis.
- Employees are not permitted to pick up hitchhikers or to accept payment for carrying passengers or materials.
- Use of any radar detectors, laser detectors, or other similar devices in District-owned vehicles is prohibited.

Failure to comply with these requirements may subject the employee to the normal disciplinary action for non-compliance with safety requirements (*Section 4.10, Progressive Discipline*).

MOTOR VEHICLE REPORTS

A Motor Vehicle Report (MVR) will be obtained and reviewed to assure that the employee's record meets the District's acceptable rating for any position that requires driving on District business or for District activities. The District will conduct MVR checks on an ongoing basis for all employees operating vehicles for District business or operations. Drivers must report all ticket violations to their immediate supervisor. An employee whose MVR reflects any of the following violations or warnings may be subject to progressive discipline (*Section 4.10, Progressive Discipline*) including suspension without pay, mandatory driver education and training at the employee's expense, or termination.

Type A: Any one or more of the following violations during the past three years, including but not limited to the following:

- Driving under the influence
- Driving while intoxicated
- Negligent homicide arising out of the use of a motor vehicle
- Operating a District-owned vehicle for District business or operations while driver license is revoked or suspended
- Reckless driving

Type B: Any three or more of the following violations during the past three years, including but not limited to the following:

- Moving violations
- At-fault vehicle accidents
- Failure-to-yield violations
- Speeding tickets

If driving is a job requirement, it is the employee's responsibility to notify his/her immediate supervisor within eight (8) hours after he/she has been cited for one of the above-mentioned Type A violations regardless of the circumstances.

Employees must also report any Type B violations received during the operation of a District-owned vehicle to their immediate supervisor as soon as possible. If driving is a requirement of an employee's job and his/her record is unacceptable, he/she may be terminated. If driving is not a requirement of an employee's job, he/she must disclose any violation for driving under the influence to his/her immediate supervisor prior to driving a District-owned vehicle or a personal vehicle for District business.

Pre-employment Screening

As a condition of employment, a motor vehicle record (MVR) report will be obtained and reviewed by the hiring manager and the District Manager to assure that the prospective employee's report record meets the District's acceptable rating. Criteria used to qualify individuals to operate District-owned vehicles or to drive a personal vehicle for District business including the following:

- Valid Florida driver license of the appropriate class as per local requirements.
- Acceptable pre-hire motor vehicle record (MVR) check.
- Minimum age of 18 for all vehicles, unless prohibited by law.
- No felony convictions involving the use of a motor vehicle, as shown on the MVR, and employment application within the past three (3) years.
- No felony convictions for leaving the scene of an accident involving personal injury or death, as shown on the MVR and employment application.
- No convictions for operating a motor vehicle under the influence of drugs or alcohol, as shown on the MVR within the past three (3) years.
- No more than three (3) moving violations over the past three (3) years, as shown on the MVR.

Status Changes

Employees are required to notify their immediate supervisors immediately of any illness, injury, physical conditions, or use of medication that may impair or affect the employee's ability to drive safely.

District Vehicle Storage Outside Scheduled Working Hours

Employees who reside in Harmony are permitted to take the District vehicle home during the work week. The vehicle must be stored in an enclosed garage, and it must be kept clean and safe. If any safety or operating concerns are present, the employee must notify his/her immediate supervisor, the field operations manager, or the District Manager.

District Vehicle Safety and "At Fault" Accidents

The purpose of this policy is to ensure the safety of those individuals who drive District-owned vehicles or drive a personal vehicle while conducting District business or operations, to mitigate the cost of vehicle accidents, and to set guidelines on disciplinary action for "at fault" accidents resulting in damages.

The District's third-party insurance carrier will determine if an accident is "at fault" and will communicate with the District Manager if disciplinary action is required.

First incident:

- Written warning and one- (1) day suspension without pay
- Employee must complete an in-residence Florida certified driver training course within 45 days at the employee's own expense and provide a copy of the certificate of completion for the file

Second incident:

- Final written warning and three- (3) day suspension without pay
- No use of District-owned vehicles for sixty (60) days
- Employee must complete an in-residence Florida driver training course within forty-five (45) days at employee's own expense and provide a copy of the certificate of completion for the file

Third incident:

- Immediate termination of employment

8.12 VISITORS IN THE WORKPLACE

To provide for the safety and security of employees, residents, visitors, and the facilities at the District, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Employees are responsible for the conduct and safety of their visitors. Visitors should not be brought to areas in which hazardous equipment, materials, or activities are present unless the purpose of their visit is to inspect or perform work in the area. Care should also be taken to ensure that visitors are not brought into areas that may house confidential personnel information.

Excessive personal visitors are not allowed.

8.13 PARKING

Employees must park their cars in areas indicated and provided by the District. Parking personal vehicles at the designated location is at the employee's own risk.

8.14 BUILDING SECURITY

All employees who are issued keys to the office are responsible for their safekeeping. Employees cannot make copies of keys and/or loan or provide them to anyone else. The last employee, or a designated employee, who leaves the office at the end of the business day must ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend settings, and all appliances and lights are turned off, with the exception of the lights normally left on for security purposes. Employees are not allowed on District property after hours without prior authorization from their immediate supervisor.

8.15 CONTAGIOUS DISEASES

Employees are always encouraged to engage in good hygiene practices while at work, especially hand washing with soap and water. Employees are encouraged to contact their immediate supervisor or the District Manager regarding any questions about the possible contagious nature of another employee's temporary illness. The District reserves the right to exclude an employee with a communicable disease from the workplace facilities and functions if the District finds that, based on a medical determination, such restriction is necessary for the welfare of the employee who has the communicable disease and/or the welfare of others within the workplace.

The District will comply with all applicable statutes and regulations that protect the privacy of employees who have a communicable disease. Every effort will be made to ensure procedurally sufficient safeguards to maintain the personal confidence about employees who have communicable diseases.

SECTION 9: EMPLOYEE COMMUNICATIONS

9.1 STAFF MEETINGS

Staff meetings will be held at the discretion of the District Manager or immediate supervisors. These meetings allow employees to be informed on recent District activities, changes in the workplace, employee recognition, and other business matters.

9.2 BULLETIN BOARDS

Bulletin boards placed in designated areas provide employees access to important and required posted information and announcements. The employee is responsible for reading necessary information posted on the bulletin boards. Only work-related items shall be posted by authorized personnel, and personal notices are not to be placed on the bulletin boards (*Section 8.3, Solicitation, Distribution, and Posting*).


9.3 PROCEDURE FOR HANDLING COMPLAINTS

Under normal working conditions, employees who have a job-related problem, question, or complaint should first discuss it with their immediate supervisor. At this level, employees usually reach the simplest, quickest, and most satisfactory solution. If the employee and supervisor do not solve the problem, or if the employee does not feel comfortable speaking with his/her immediate supervisor, he/she is encouraged to contact the District Manager. See Section 4.13, Whistleblowing if it is not a general complaint but falls under the category of whistleblowing.

9.4 DOCUMENT RETENTION

Florida law requires the District to maintain all records related to District activities. Failure to retain those records could subject an employee and the District to penalties and fines, cause the loss of rights, obstruct justice, spoil potential evidence in a lawsuit, place the District in contempt of court, or seriously disadvantage the District in litigation. Documents include letters, memorandums, forms, contracts, emails, computer files, computer documents, and other electronic media.

From time to time, the District may establish retention and destruction guidelines or schedules for specific category of records to insure legal compliance. If an employee believes or is informed by the District that certain documents are relevant to litigation or potential litigation, then he/she must preserve those records until advised by the District Manager or the District's legal counsel that those records are no longer needed ~~onsite~~ and can be provided to the ~~Coral Springs offices for the management company.~~ ~~home office of the District Manager.~~ ~~on-site~~



SECTION 10: TERMINATION OF EMPLOYMENT

10.1 EMPLOYMENT TERMINATION

Employment with the District is based on mutual consent (*Section 3.2, Employment at Will*), and the employee or the District may terminate employment at any time, with or without cause.

- Termination may be **voluntary**, such as in resignation by an employee or retirement.
- Termination may be **involuntary**, as in discharge or reduction in force.

If an employee chooses to leave the employ of the District voluntarily, he/she is expected to notify his/her immediate supervisor in writing at least two weeks prior to the last day of work. This is defined as the “resignation period.” In the District’s discretion, an employee may be asked to leave the premises immediately upon resigning.

Employee benefits are affected as follows:

- Employee will receive all accrued, unused vacation time, provided he/she has completed at least one year of service.
- Employee cannot use accrued sick time or vacation time to extend employment after giving notice.
- District-provided benefits will cease on the last day of employment.
- Some benefits may be continued at the employee’s expense if so chosen (contact group healthcare insurance company for information regarding COBRA).
- Employee will be notified in writing of benefits that may be continued and the terms, conditions, and limitations of such continuance.

The employee will be advised as to when he/she will receive a final paycheck, and will be informed of any issues that will affect the last paycheck. In all cases, the District and FRM will comply with any state regulations concerning the delivery of the final paycheck.

The employee will be responsible for returning all property, notably cell phone and keys, equipment, materials, and written information provided during the course of employment with the District. All such District-owned property must be returned on or before the last working day. Where permitted by law, the District may withhold money from the final paycheck for any items not returned or anything returned damaged.

A voluntary exit interview, either in person or by telephone, will be granted to each employee upon the conclusion of the resignation period, at which time all District property referenced above shall be returned and any final questions answered or comments provided. The interview will be with the District Manager at a mutually agreeable time and method.

APPENDIX

Acknowledgement of Employee Policy

Agreement with FRM

District Equipment Form *(plus any other forms Gerhard is currently using that should be referenced herein)*

[Needs to be organized & formalized.]

Recommended order is as shown.



ACKNOWLEDGEMENT OF HARMONY CDD EQUIPMENT

I acknowledge, with my signature below, that I have received the following equipment and property, which is owned by the Harmony Community Development District (hereinafter the "District").

☐ Keys

☐ Cell phone

☐ _____

☐ _____

☐ _____

I may or may not be expressly assigned an individual set of tools or piece of equipment, although I will use various pieces of equipment and tools while performing the duties to which I have been assigned. This disclosure form pertains only to those items that I am primarily responsible for, which typically consists of a cell phone and keys to the District facilities.

In the event that during my employment if I have lost or damaged any property that has been assigned to me, I will immediately notify my supervisor so that replacements can be obtained.

I understand that all the above items assigned to me will be returned to the District upon termination, and if all items are not returned, I further understand that I will be held financially responsible for their replacement through appropriate costs deducted from my final paycheck.

Signature

Print Name

Date

ACKNOWLEDGEMENT OF HARMONY CDD EMPLOYEE POLICY

I acknowledge, with my signature below, that I have been assigned a copy of the Harmony Community Development District (hereinafter the “District”) Employee Policy, and I understand that it is my obligation to read the handbook and to understand what it says.

I acknowledge that after having read the handbook, I am encouraged to contact management at any time I have uncertainty about any personnel policy, practice, or benefit.

I understand that the District wishes, as much as possible, to be able to respond to the individual needs of each employee, and that exceptions to the policies outlined in this handbook may be made whenever there is good reason to do so.

After having read the handbook, I acknowledge that nothing contained in this handbook gives me or any employee the right to be retained in the service of the District or FRM, or interferes with the right of the District to discharge me or any employee at any time, with or without cause. The employment relationship is at-will; that is, employees are free to resign from the District whenever they wish, and the District is not restricted from terminating any employee at any time for any reason.

I understand that this Policy does not constitute or create a contract of employment between the District or FRM and any employee, nor does the Policy establish any terms or conditions of employment. No oral statement by the management of the District shall be construed as giving rise to or creating a contract of employment between the District or FRM and any employee, or otherwise alter or modify the contents of this Policy.

I understand that additions to or alterations or modifications of the rules, policies and procedures contained in this handbook may be made by the District at any time and for any reason and that I am obligated to insert those additions into the handbook to assure it is remaining current. I understand that I am to comply with and follow these additional, altered, or modified rules.

Signature

Print Name

Date



EMPLOYMENT AGREEMENT

I, THE UNDERSIGNED EMPLOYEE, IN CONSIDERATION OF MY HIRING BY FLORIDA RESOURCE MANAGEMENT, LLC ("FRM") AS AN AT-WILL LEASED EMPLOYEE OF FRM, ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

- I have been hired as an at-will employee of FRM which is an employee leasing company
- There is no contract of employment which exists between me and the client to which I have been assigned, nor between FRM and me and FRM have no liability with regard to any employment agreement.
- I understand and agree that either FRM or I can terminate our employment relationship at any time as I am an at-will employee of FRM.
- I further understand and agree that continued employment with the client to which I have been assigned is an essential requirement for employment with FRM and that if my employment with the client to which I have been assigned ends, my employment with FRM will also immediately end at that time.
- I also agree that while I am a leased employee of FRM, if FRM does not receive payment from client for services which I perform as a leased employee, FRM will still pay me the applicable minimum wage (or the legally required minimum salary) for any such pay period, and I agree to this method of compensation.
- I understand and agree that FRM has no obligation to pay me any other compensation or benefit unless FRM has specifically, in a written agreement with me, adopted the client's obligation to pay me such compensation or benefit.
- I understand that the client to which I am assigned at all times remains obligated to pay me my regular hourly rate of pay if I am a non-exempt employee and to pay me my full salary if I am an exempt employee even if FRM is not paid by the client to which I am assigned.
- I understand and agree that FRM does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, profit sharing, vacation, sick, or other paid time off pay, or for any other payment, where payment for such items has not been received by FRM from the client to which I am assigned.
- In recognition of the fact that any work related injuries which might be sustained by me are covered by state workers' compensation statutes, and to avoid the circumvention of such state statutes which may result from suits against the customers or clients of FRM or against FRM based on the same injury or injuries, and to the extent permitted by law, **I hereby waive and forever release any rights I might have** to make claims or bring suit against any client or customer of FRM or against FRM for damages based upon injuries which are covered under such workers' compensation statutes.
- I also agree to comply with any drug testing policy which FRM may adopt, and I specifically agree to post-accident drug testing in any situation where it is allowed by law.
- In addition, I also agree that if at any time during my employment I am subjected to any type of discrimination, including discrimination because of race, sex, age, genetic information, religion, color, retaliation, national origin, handicap, disability, or marital status, or if I am subjected to any type of harassment including sexual harassment, I will immediately contact an appropriate person of the client company to which I have been assigned. In most instances, this appropriate person will be the president of the client company. Should I choose not to contact the client company for any reason, I may contact FRM human resources director at _____ in order to obtain assistance in the resolution of such matters. I understand and agree FRM does not have actual control over my workplace and as such, is not in a position to end or remediate any discrimination, harassment, or retaliation which may be occurring. The responsibility to resolve and/or end such inappropriate conduct rests with the client company; however, FRM will attempt to facilitate a resolution.
- I understand and agree that if I am accepted as a leased employee of FRM, I am expressly prohibited from performing any work outside the state of Florida for client during my status as a leased employee except as is allowed pursuant to the workers' compensation policy provided to me by FRM or except as may be allowed in writing by FRM and FRM workers' compensation carrier. If I work outside the state of Florida for client without first securing this approval, I understand that, I will not be a leased employee of FRM and may not be provided workers' compensation benefits through FRM or FRM workers' compensation carrier. My leased employment with FRM will be considered immediately terminated upon commencement of my trip outside the state of Florida to perform work for client where prior approval has not been received as set forth herein.

DATE

SIGNATURE