

EXHIBIT 9

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FOREWORD

Statements of employee relations policies and general administrative guidelines have been compiled in this manual as a ready reference for supervisory and staff personnel of the District. Having these policies in writing should help to improve understanding and communication and result in more consistent and uniform interpretation. If a situation arises whereby a literal application of the policy appears unwise or unfair, the supervisor should check with the management and then with District Administration for consideration of an exception to policy.

Nothing in this policy manual creates any vested or enforceable rights or benefits for employees, and nothing in this policy manual is to be construed as creating any property right or property interest for employees. Statements in this policy manual are not intended to be interpreted in any way as a contract for continued employment, or as rendering an employee's employment with a property interest or property right. Employment with the District is on an "at-will basis" which means employees are free to terminate their employment at any time, with or without cause and with or without notice, and the District reserves the right to terminate an employee's employment at any time, with or without cause and with or without notice.

Some employees are covered by collective bargaining agreements that may have language that differs from the policies in this manual, in which event the collective bargaining agreement will prevail for covered bargaining unit employees.

In view of the District's potential growth, modifications may be necessary to meet a new situation. Interim policy statements will be distributed and will be followed by permanent policy statements at a later date. The District however, reserves the right to amend, supplement, or rescind any policy or provision reflected in this manual in such manner as the District may deem appropriate in its sole and absolute discretion, whether or not in writing.

While exceptions to these policies are not made lightly, legitimate requests will be considered on a case-by-case basis, including requests for accommodations based upon disability or upon religious beliefs. Exceptions to these policies must be requested in advance by the employee and approved in writing by District Administration. All employee requests for exceptions must be adequately supported by acceptable expert opinions and appropriately documented in writing. The District may refer employees to other professionals of the District's choice and at the District's expense in order to accurately determine the facts and properly act upon employees' requests. All exceptions, including permanent ones, must be updated annually. Employees may be disciplined for making fraudulent claims or misrepresenting the need for accommodations.

ORGANIZATION OF THE MANUAL

The manual is divided into broad categories containing policy statements and applicable procedures. A policy is a statement of the general principles, objectives and intent of the District. Policy Detail describes the methods that should be used in achieving these objectives. To obtain optimum value, this policy manual should be used in conjunction with applicable procedures and department standard operating procedures.

For the purposes of this manual, immediate family shall be defined as: spouse, child, mother, father, brother, sister, mother-in-law, or father-in-law. The term "management" shall be defined as supervisors, managers, Deputy District Administrator, and the District Administrator.

This manual remains the property of the District and must be returned to the District offices upon demand or termination.

ALCOHOL AND DRUG ABUSE

1. POLICY

Reedy Creek Improvement District employees are prohibited from using illegal drugs on or off duty. Employees are also prohibited from using controlled substances for which they do not have a valid, current prescription or misusing controlled substances. Employees are additionally prohibited from consuming alcohol on duty and during meal periods/breaks that occur during a workday or reporting to work under the influence of alcohol. Off duty consumption of alcohol that negatively impacts an employee's job performance is also unacceptable.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Employees must immediately report to supervisors any situation that may impact an employee's ability to perform the job or that may potentially create a hazard to themselves or others.
 - 3.1.1. Employees are not required to report to supervisors the specific names of the medications they are taking, only to disclose that they are taking medication that may impact performance and to disclose the side effects of the medication.
 - 3.1.2. If the supervisor has any questions or concerns or requires additional information to ensure safe job assignment, they may refer the matter to the District's Medical Service Provider for determination.

4. GROUNDS FOR TESTING

Employees will be subject to drug and alcohol testing under the following circumstances:

- 4.1. Where there is objective evidence, observations, sensory facts, or other information that leads the supervisor reasonably to believe that the employee may be under the influence of drugs, controlled substance or alcohol (hereinafter referred to as "substances").

- 4.2. As part of a post-accident investigation in cases where the District documents an objective reasonable basis for the test based upon the employee's alertness, coordination, reaction, response or other specific actions or conduct.
- 4.3. Specimen collections for purposes of testing associated with an accident will take place as soon as possible under the circumstances.

5. REASONABLE CAUSE TESTING PROCEDURES

When management has reasonable cause (based on objective criteria) to believe that an employee is under the influence of drugs or alcohol, the procedures outlined in this section are to be followed.

- 5.1. Reasonable cause means a reasonable suspicion based on objective criteria which include specific, personal observations by management concerning the immediate appearance, behavior, speech, breath, or odor of the employee.
- 5.2. When management establishes a reasonable suspicion that an employee is under the influence of drugs or alcohol, they must contact a senior member of management for approval prior to communicating with the employee.
 - 5.2.1. If a non-management employee reports or informs management of a suspicion or an observation of another employee being under the possible influence of drugs or alcohol, management must still do an independent assessment of the employee prior to taking action.
 - 5.2.2. Two members of management must substantiate the suspicion and concur in the decision to test.
- 5.3. The decision to test must be based on specific physical, behavioral, or performance indicators of alcohol or drug use.
 - 5.3.1. An employee will not be tested unless his/her actions and/or conduct or related circumstances provide an objective reasonable basis to believe that the employee may have ingested drugs or alcohol and/or is suffering from impairment that will in some way adversely affect his/her alertness, coordination, reaction, response, safety, or the safety of others, while on duty or within the boundaries of RCID.
- 5.4. The employee will not be subject to testing without prior approval from a senior member of management (District Administrator, Deputy District Administrator, or Department Manager different from the observing supervisor), and with prior notification to Personnel Services. Written Approval by the senior member of management must be forwarded to Personnel Services within 24 hours.
- 5.5. Management will present observations to the employee in the presence of the member of management who confirmed the suspicion.
 - 5.5.1. The employee will be given the opportunity to respond to the supervisor's observations.

- 5.6. A management representative should transport the employee to the Medical Service Provider.
 - 5.6.1. Under no circumstances should the employee be permitted to operate any District vehicle or equipment.
 - 5.6.2. Prior to transporting the employee, the appropriate Medical Service Provider location will be notified of the impending arrival and the need for drug/alcohol test.
- 5.7. Employee cooperates with testing:
 - 5.7.1. Management must have the employee read and sign the "Statement of Understanding" form.
 - 5.7.2. The employee will be required (upon request by the District) to provide biological specimens for alcohol and drug testing.
 - 5.7.3. Biological specimens will be collected by a representative from the Medical Service Provider.
 - 5.7.3.1. At least one member of management must remain with the employee being tested throughout the entire process except during the actual sample collection and testing process.
 - 5.7.3.2. The drug test will be performed utilizing urinalysis to test for specific substances.
 - 5.7.3.3. The alcohol test will be performed utilizing breath analysis equipment.
 - 5.7.3.4. The test results will not be made available to management. This is privileged and confidential medical information. Upon validation from the testing facility, management will be informed of the test results by Personnel Services.
 - 5.7.4. Management will place the employee on an unpaid investigative suspension (after samples have been rendered) for the period of time required to process, screen and confirm test results, and make the appropriate arrangement for the employee to be transported home.
- 5.8. Employee refuses testing:
 - 5.8.1. An employee who refuses to provide a biological specimen, after being informed of the District's observations establishing reasonable cause and the District's concern regarding fitness for duty, will be subject to termination.
 - 5.8.2. Management will advise the employee of his/her options:
 - 5.8.2.1. Comply with the alcohol and drug test guidelines or
 - 5.8.2.2. Be suspended without pay, pending review, and then terminated.

- 5.8.3. The employee must be informed of the following:
 - 5.8.3.1. The consequences of continued refusal, and
 - 5.8.3.2. That a second opportunity will not be given to reconsider and be tested at a later time/date.
- 5.8.4. Management must review with the employee the "Statement of Understanding" Form.
 - 5.8.4.1. If the employee refuses to sign the Statement, management should so indicate on the form and have it witnessed.
- 5.8.5. Management will place the employee on an unpaid suspension.
- 5.9. Test Results. Personnel Services will receive the test results and inform management.
 - 5.9.1. An employee whose test results are not considered to be in violation of District alcohol and drug testing guidelines will be reinstated with pay for the period of suspension.

Note: Prior to making any notation in the employee's records regarding this incident contact Personnel Services to ensure that the incident is appropriately documented.
 - 5.9.2. An employee whose test results are considered to be in violation of District's alcohol and drug testing guidelines may be offered EAP assistance prior to a decision being made regarding disciplinary action.
 - 5.9.2.1. EAP referrals will be made in an effort to assist the employee in resolving the problem. However, it is not considered disciplinary action. Therefore, disciplinary action may be taken in conjunction with an EAP referral.
 - 5.9.2.2. Normally an employee's cooperation with an EAP referral will be considered as mitigating in determining the appropriate level of disciplinary action to be taken.
 - 5.9.3. An employee whose test results are considered to be a violation of District alcohol and drug testing guidelines and who refused EAP assistance will be counseled and informed of the following options:
 - 5.9.3.1. Accept mandatory referral to the EAP (one time option) or
 - 5.9.3.2. Termination for violation of District policy.
- 5.10. Management must review all circumstances with Personnel Services prior to taking any disciplinary action.
- 5.11. Prior to the imposition of any discipline, the employee shall be entitled to an opportunity to present evidence to the District he or she believes should be considered by the District prior to imposing discipline.

6. LABORATORY DRUG TESTING PROCEDURES

- 6.1. Proof of any form of tampering, altering, or diluting of a specimen by the employee will result in discharge.
- 6.2. Test specimens shall be sent only to laboratory facilities certified by an appropriate federal or state agency.
 - 6.2.1. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody.
- 6.3. The initial test shall use an immunoassay that meets the requirements of the Food and Drug Administration for Commercial Distribution.
 - 6.3.1. All specimens identified as positive in the initial test will be confirmed by a second procedure. Gas chromatography/mass-spectrometry or an equivalent scientifically acceptable method of confirmation will be used.
 - 6.3.2. All confirmed positive test results will be verified by the Medical Review Officer prior to release to the District.
 - 6.3.3. The Medical Review Officer shall endeavor to notify the employer and the employee of positive test results within five (5) working days after receipt of the specimen.
- 6.4. Specimen Re-analysis. The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the employee and follow-up re-analysis at the request of the District.
 - 6.4.1. Any re-analysis performed will be done on the original sample provided.
 - 6.4.2. The employee may request, in writing, a re-analysis within three (3) working days from notice of positive test result. Additionally or as an alternative, the employee may have the sample tested at a certified laboratory of his/her choice.
- 6.5. Initial tests and re-analysis requested by the District will be paid by the District; costs of re-analysis at the employee's request will be at the employee's expense.

7. ALCOHOL TESTING PROCEDURES

- 7.1. Where employees are required under this policy to submit blood samples for alcohol testing, the samples will be taken in an appropriate collection facility.
 - 7.1.1. The collection facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of blood samples for the presence of alcohol as with urine samples for the presence of drugs.

- 7.2. The use of an evidentiary alcohol breath analyzer, which is properly calibrated and which is operated by a certified technician, shall also be considered an acceptable method of testing. The method of testing shall be at the discretion of the District.

8. TEST RESULTS COMMUNICATED BY MRO

- 8.1. The Medical Review Officer or the designated District representative shall communicate test results.
- 8.2. The District shall be responsible for maintaining confidentiality of test records and test results will be communicated to department management strictly on a "need to know" basis.
 - 8.2.1. Employee drug test records shall not be released outside Reedy Creek Improvement District unless required by law.
- 8.3. The employee shall be entitled to written notification of positive drug test results.

9. PERIODIC TESTING

Periodic testing, which may be conducted as often as on a weekly basis, may be used as a follow-up to rehabilitation.

ANNUAL ADMISSION PASS TO ATTRACTIONS

1. POLICY

Pursuant to an agreement with Walt Disney World, the Reedy Creek Improvement District may provide an annual Walt Disney World Admission Pass to eligible employees and retirees. The annual admission pass is a privilege and not a vested right of employees or retirees. It is reviewed periodically and is subject to revision or cancellation in whole or in part at the discretion of the District.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1 District Administration will be responsible for the administration of this policy.

3.2 Employee Eligibility and Distribution

3.2.1 All full-time hourly employees will receive an annual admission pass ninety (90) days from the date of hire.

3.2.2 Full-time salaried and salaried non-exempt employees are eligible for an annual admission pass immediately upon hire.

3.2.3 Passes will be issued on an annual basis to eligible employees.

3.2.4 An employee's admission pass privileges are subject to revocation for any duration deemed appropriate by RCID Administration if it is determined that the employee or members of the employee's family have abused this privilege.

3.3 Definition of Dependents, Family Members and Guests. The admission pass shows the limit of dependents or guests eligible to be admitted into the Parks. Dependents eligible for inclusion on the admission pass are based on the following:

3.3.1 Married employees are entitled to admit a maximum of three (3) guests, or the employee's spouse and the number of children in the employee's immediate family.

- 3.3.2 Single employees are entitled to admit a maximum of three (3) guests, or the number of children in the employee's immediate family plus one admission for a guest.
- 3.4 Eligible dependents under this policy are children under the age of nineteen (19) that are considered part of the immediate family and currently reside in the same household. These include:
- Natural children
 - Adopted children
 - Full-time college students through age 22 (must be recertified annually)
 - Children for whom the employee is the legal guardian
- 3.5 Family members under this policy are defined as the immediate family of the employee, i.e.: spouse, children, mother, father, brothers, sisters, mother-in-law, and father-in-law.
- 3.6 Guests under this policy are defined as aunts, uncles, cousins, brothers-in-law, sisters-in-law, grandparents-in-law, foster children, friends, neighbors, etc.
- 3.7 Special Considerations - Employees who have dependents who will be residing in their household for more than one year, other than those indicated, may request special consideration to have the person included for admission purposes by submitting a written request to District Administration.
- 3.7.1 The District Administrator must approve requests for special consideration.
- 3.7.2 Normally, in order to be considered a qualified dependent, the eligibility requirements that have been established for group insurance coverage must be met.
- 3.7.3 Renewal of this "special consideration" will be required each year on October 1, or the dependent will automatically be removed.
- 3.8 Park Admission Guidelines
- 3.8.1 Passes provide admission for the employee and any eligible family members up to the limit shown on the pass.
- 3.8.2 Employees signing "family members" (as defined in this policy) into the Parks are not required to accompany them during their visit.
- 3.8.3 Family members other than the spouse and children are counted in the guest totals (maximum of three (3) per visit).
- 3.8.4 An employee or spouse may admit guests to the parks, but must personally accompany their guests throughout their visit when the pass is being utilized for admission purposes.

3.8.4.1 Employees signing in family members with guests are not required to stay with guests, provided the family members accompany the guests throughout the visit.

3.8.5 Silver Passes - The following employees are eligible for a Silver Pass:

3.8.5.1 All salaried (exempt and non-exempt) employees.

3.8.5.2 All hourly employees with fifteen (15) or more years of continuous service will receive a Silver Pass on their anniversary date.

3.9 Retiree Passes

3.9.1 Employees who retire at or after age 55 with at least twenty (20) years of continuous service with the District, or at any age with at least thirty (30) years of continuous service with the District, will receive the admission pass held immediately prior to the time of retirement at the time of retirement.

3.9.2 Employees who retire prior to age 55, with at least twenty (20) years of continuous service with the District (but less than thirty years), will receive the admission pass held immediately prior to the time of retirement upon attaining the age of 55.

3.9.3 Employees who retire because of a permanent disability, who are age 45 or older with 10 or more years of continuous service, will receive the admission pass held immediately prior to the time of retirement at the time of retirement.

3.9.4 The spouse of a deceased retiree with at least twenty (20) years of service will continue to be eligible for the Annual Admission Pass benefits held by the retiree prior to his or her death until the remarriage or death of the surviving spouse.

3.9.5 The spouse of a deceased employee will continue to be eligible for the Annual Admission Pass benefits held by the employee prior to his or her death until the end of the calendar year of the employee's death. These benefits will not be renewed the following year.

3.9.6 Abuse of the annual admission pass may result in the loss of the privilege as well as in disciplinary action.

APPEARANCE AND DEMEANOR STANDARDS

1. POLICY

Reedy Creek Improvement District believes that maintaining both a professional appearance and demeanor significantly impacts an employee's overall effectiveness at work. Therefore, it is a requirement that all employees project a positive, professional and businesslike appearance and conduct themselves in a way that best represents the District. Both casual business attire as well as more traditional, formal business attire are acceptable. An individual's specific work situation and daily meeting schedule will be considered when determining what attire is appropriate.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

The District is located and operates in an area that caters to many visitors and guests from different parts of the country and world. Employees performing their jobs may frequently come into contact with these visitors as well as various clients of the District. Toward this end, the appearance individuals project plays a role in the impression of the District and its staff make upon clients, and can affect their overall experience. Therefore, everyone must strive to make positive impressions. It is in both the individual's and the District's best interest to ensure consistent compliance with quality appearance and demeanor standards.

Likewise, discretion in behavior is essential to the efficient operation of the District. Employees are, therefore, required to behave in a professional, businesslike manner. Employees must remember to conduct themselves at all times in a way that best represents the District.

The supervision of each department is responsible for the daily application and enforcement of this policy; violations should be addressed on the spot.

An employee whose attire is deemed inappropriate for their position will promptly be asked to comply with the District's requirements. In addition to initiating other disciplinary action, the employee may be relieved of duty until in compliance with the supervisor's request.

Employees who fail to comply with this policy, unless specifically approved in advance by the District Administration, may be disciplined up to and including termination of employment and/or may be reassigned, laid off, demoted, or subject to any other remedial action deemed appropriate by the District.

District Administration will oversee the administration of this policy. Any disputes concerning the appropriateness of an individual's attire will be reviewed by the District Administrator and Deputy District Administrator, who shall, after reviewing the facts, issue a final decision.

4. THE FOLLOWING REQUIREMENTS SHALL APPLY TO ALL EMPLOYEES OF THE DISTRICT:

- 4.1 Employees shall wear name tags when outside their immediate work area.
- 4.2 All apparel must be clean & pressed and must fit the individual properly. Footwear, appropriate to each individual's work environment, is required.
- 4.3 It is the responsibility of all employees to present themselves in a professional, businesslike manner. Attire shall not appear too tight, too baggy, faded or in need of repair. Style as well as fabric choices (for clothing & footwear) must be consistent with a businesslike atmosphere and convey a professional appearance. Note: Flashy, sequined, faded, ill-fitting, revealing or sloppy attire (clothing or footwear) does not meet this requirement.
- 4.4 Footwear must be clean, properly maintained & provide adequate protection. No casual shoes/sandals, athletic shoes nor cowboy boots shall be allowed.
- 4.5 Appropriate daily personal hygiene habits are required. Antiperspirant or deodorant must be worn. If an employee chooses to wear a scent or fragrance product, please exercise discretion, as others may not share your taste.
- 4.6 Teeth must have a natural appearance. Any material (used as an overlay, insert, et) that gives an unnatural appearance to teeth is unacceptable. Orthodontia is acceptable.
- 4.7 Nails must be clean and trimmed; charms/decals on nails are unacceptable.
- 4.8 Hair must be clean and neatly trimmed. Extreme hairstyles and/or extreme hair ornaments detract from a professional appearance and are unacceptable. If hair color is altered, it must appear natural. Artificial hair, meeting these requirements, is acceptable.
- 4.9 Shaving of the eyebrows is not permitted.
- 4.10 Visible tattoos are not acceptable. Methods to conceal tattoos, such as, but not limited to, makeup or bandages, are unacceptable.
- 4.11 Jewelry may not be worn in any visible piercing(s), other than ear piercing for female employees as specifically allowed below. Jewelry worn in non-visible piercing(s) that poses a safety risk due to uniform/equipment designs and/or job responsibilities will not be permitted.

- 4.12 Clothing, footwear, accessories, or jewelry that pose a safety hazard in the performance of one's job are not permitted.
- 4.13 Sunglasses are permitted but shall not be worn indoors or at night; mirrored lenses are unacceptable.
- 4.14 It has been determined, by District Management, that the following items shall not be worn during working hours:

Ankle bracelets, Jeans, T-shirts, Leggings

5. THE FOLLOWING REQUIREMENTS ARE SPECIFIC TO FEMALE EMPLOYEES:

- 5.1 Conservative braided hairstyles without beads or ornamentation are acceptable provided they are not distracting or extreme.
- 5.2 Underarms and legs, when visible, are to be clean-shaven.
- 5.3 Nail polish, if used, shall be clear or in a red, rose, peach, beige or natural tone.
- 5.4 Makeup may be used to enhance one's appearance. The products shall be blended to create a natural look. Extremes in color choices or application techniques detract from a professional appearance and are not acceptable.
- 5.5 Jewelry, if worn, shall be unobtrusive and in good business taste. Any jewelry that jangles, rattles or makes noise is unacceptable.
 - 5.5.1 A single earring in each ear is acceptable.
 - 5.5.2 Necklaces (a maximum of two), bracelets and/or watch is acceptable.
 - 5.5.3 One ring per hand is acceptable (a wedding set is considered one ring).
- 5.6 Skirt lengths shall range from three (3) inches above the top of the kneecap to three (3) inches above the mid-point of the anklebone. Slits, kick pleats, and buttoned or snapped closures should not exceed five inches above mid-knee.
- 5.7 Trousers lengths shall range from the mid-point of the anklebone to the bottom of the instep.
- 5.8 It is the responsibility of all employees to present themselves in a professional, businesslike manner. The following items, when fabricated from a suitable material and properly fitted to the individual should result in meeting the minimum acceptable standard for female employees.
 - 5.8.1 A suit (trousers or a skirt) with a blouse or sweater.
 - 5.8.2 A dress with or without a jacket.
 - 5.8.3 A skirt or trousers with blouse or sweater, with or without a jacket.

- 5.8.4 Cotton twill trousers (“Dockers” type) with a blouse, sweater or polo-type shirt, with or without a jacket.
- 5.9 Footwear should be appropriate for a business environment and should compliment the clothing that is worn. Coordinating hosiery is recommended. Dress boots, classic pumps (open or closed toe), sling backs (open or closed toe) all work well with dresses or skirts. “Penny loafer” type shoes coordinate well with dress trousers or Dockers.

6. THE FOLLOWING REQUIREMENTS ARE SPECIFIC TO MALE EMPLOYEES:

- 6.1 Employees shall present a clean-shaven appearance at all times; beards are unacceptable.
 - 6.1.1 Mustaches are permitted, but must be neatly trimmed, never appearing bushy or unkempt. Mustaches must extend to the corners of the mouth but shall not extend onto or over the upper lip nor beyond or below the corners of the mouth.
 - 6.1.2 Sideburns must be kept neatly trimmed and the bottom edge may not extend beyond the middle of the ear.
 - 6.1.3 Hair must be neatly cut and tapered on the back and sides, forming a smooth, symmetrical appearance so that it does not extend beyond or cover any part of the ears or shirt collar. The overall style must be neat, natural and balanced proportionally.
 - 6.1.4 A shaved head is permitted, as well as a very short military-style cut.
 - 6.1.5 Tucking hair behind the ears, pinning it under or tucking it under a hat to conceal an unacceptable hairstyle will not be permitted.
- 6.2 Jewelry, if worn, shall be unobtrusive and in good business taste. Any jewelry that jangles, rattles or makes noise is unacceptable.
 - 6.2.1 No more than one ring per hand may be worn; necklaces and earrings are unacceptable.
- 6.3 Trousers shall extend to the bottom of the ankle.
- 6.4 Dress shoes, wingtips or loafers shall be worn with coordinating socks.
- 6.5 It is the responsibility of all employees to present themselves in a professional, businesslike manner. The following items, when fabricated from a suitable material and properly fitted to the individual should result in meeting the minimum acceptable standard for male employees.
 - 6.5.1 A suit, dress shirt and a tie.
 - 6.5.2 Dress trousers & shirt (see below) with or without a tie, blazer or sport coat.

6.5.3 Dress trousers or cotton twill trousers (“Dockers” type), and co-ordinating shirt, with or without a tie, blazer or sport coat.

6.5.4 Acceptable shirt types include an oxford or polo style shirt, a turtleneck sweater or dress shirt. Shirts must, at all times, be tucked into the trousers.

7. UNIFORMED ATTIRE-GENERAL

7.1 Uniforms, where required, shall be worn as directed and should be changed frequently to maintain a fresh and neat appearance.

7.2 Only pins or decorations approved in advance by the District may be worn on Uniforms.

7.3 All uniforms issued by the District to employees are assumed to meet the dress standards.

7.4 Any specific departmental requirements that supercede these standards shall be followed.

8. EXCEPTIONS TO THE POLICY

8.1 While exceptions to these policies are not made lightly, legitimate requests will be considered on a case-by-case basis. Exceptions to these policies must be requested in advance by the employee and approved in writing by District Administration. All employee requests for exceptions must be adequately supported by acceptable expert opinions and appropriately documented in writing. The District may refer employees to other professionals of the District’s choice and at the District’s expense in order to accurately determine the facts and properly act upon employees’ requests. All exceptions, including permanent ones, must be updated annually.

8.2 Employees may be disciplined for making fraudulent claims or misrepresenting the need for accommodations.

ATTENDANCE / TARDINESS

1. POLICY

Reedy Creek Improvement District requires all employees to report to work in a timely manner and to notify supervision of and request approval for absences in advance. Regular and timely attendance at work, as scheduled, is a basic qualification for employment and is required of all personnel. Inability of employees to maintain regular and timely attendance creates operational problems, disrupts productivity, unduly and unfairly burdens fellow employees and will result in corrective action.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

In order to maintain the District work force at the highest possible point of efficiency and dependability and to minimize the increased stress and workload on other employees which results from absenteeism and tardiness, the District has established the following standards and procedures:

- 3.1. The District reserves the following rights:
 - 3.1.1. To approve or to disapprove the request of an employee for permission to be absent from work for whatever reason.
 - 3.1.2. To investigate absences and the reasons for them.
 - 3.1.3. To determine whether or not an absence is necessary or justifiable and to determine whether such absence will be excused or unexcused.
 - 3.1.4. To deny pay for an unapproved or unexcused absence regardless of whether the absence would otherwise be paid under applicable policy.
 - 3.1.5. To require employees, at the District's discretion to provide a written doctor's excuse and/or other medical justification establishing to the satisfaction of the District that the absence was due to a bona fide sickness or injury.

- 3.2. The accumulation of vacation or sick leave hours for an employee does not automatically permit employees to schedule time off at their discretion. All scheduled time away from work must be approved in advance by the immediate supervisors.
 - 3.2.1. Unscheduled absences from work, which were requested in advance and not approved, may be subject to disciplinary action.
 - 3.2.2. Supervisors will be responsible for routinely monitoring attendance and tardiness records for their employees.
 - 3.2.3. The District encourages all employees to conserve their sick leave hours in order to avoid reduction or loss of pay in the event of serious injury or illness.
- 3.3. **Unscheduled Absence From Work - With Notification**
 - 3.3.1. Employees are expected to report promptly for work in their departments at the scheduled time.
 - 3.3.2. When an employee is unable to report to work, they must personally notify the supervisor (or designee) prior to the start of the work shift. At that time, they should also inform the supervisor (or designee) of the reason for the absence. Messages left on voice mail are unacceptable methods of notification.
 - 3.3.3. Employees should give as much advance notice as possible, but should, at a minimum, always notify the supervisor prior to the start of the shift.
 - 3.3.4. Absence without adequate and proper notification or under false pretenses may result in loss of pay and/or disciplinary action.
 - 3.3.5. Conferences may be held with employees to review attendance problems. These will be approached in a manner to assist the employee in solving the reasons for attendance difficulties.
 - 3.3.6. The District reserves the right to review an employee's sick leave usage at any time and to base corrective action and/or impose future requirements of doctor certification on individual employees because of their record of usage.
- 3.4. **Unscheduled Absence From Work - Without Notification**
 - 3.4.1. Unscheduled absence from work, without notification, will result in the following corrective action unless, after the fact, the District in its discretion excuses the employee's failure to notify.
 - 3.4.2. Absence from two (2) or more consecutive work shifts will result in termination of employment after review by the District's Personnel Services Manager and approval by the Deputy District Administrator. The individual will also be classified ineligible for rehire.

3.4.3. Two (2) separate occurrences within a consecutive twelve (12) month period will escalate as follows:

3.4.3.1. First occurrence corrective action: employee conference with immediate supervisor and other appropriate levels of supervision. The employee will be suspended.

3.4.3.2. Second occurrence corrective action: termination of employment after review by the Personnel Services Manager and approval of the Deputy District Administrator. The employee will be classified ineligible for rehire.

3.5. Tardiness

3.5.1. It is in the best interest of the District for punctuality to be observed at all times. The proper number of employees appropriately scheduled for the shift ready to begin work at the appointed time is essential to the organization. Employees are expected to be at the appropriate place, ready to begin work, at the start of their scheduled shift. Employees are expected to observe appointed break and lunch periods appropriately.

3.5.2. For the purpose of this practice, tardiness is defined to be reporting for work (at the appropriate place) at any time beyond the employee's scheduled time to begin work. Clocks maintained by the District will determine the appropriate time.

3.5.3. Corrective action will escalate for continued incidents of tardiness, as follows:

3.5.3.1. Step 1. Three (3) times tardy in any consecutive twelve (12) month period.

Corrective Action: Documented verbal reprimand and employee conference with the immediate supervisor.

3.5.3.2. Step 2. Five (5) times tardy in any consecutive twelve (12) month period.

Corrective Action: Written reprimand and employee conference with the immediate supervisor.

3.5.3.3. Step 3. Six (6) times tardy in any consecutive twelve (12) month period.

Corrective Action: The employee will be suspended without pay.

3.5.3.4. Step 4. Seven (7) times tardy in any consecutive twelve (12) month period.

Corrective action: Termination of employment after review by the Manager of Personnel Services and approval by the Deputy District Administrator.

3.5.4. Probationary Employees

3.5.4.1. The application of this practice to probationary employees will be as follows:

3.5.4.1.1. One (1) failure to report an absence will result in termination.

3.5.4.1.2. Two (2) instances of tardiness will result in termination.

3.5.4.2. The termination of a probationary employee will occur only after the review by the Personnel Services Manager and approval of the Deputy District Administrator.

3.6. Exceptions To The Attendance And Tardiness Practice

In order to achieve fairness and consistency in the application of this practice, all exceptions must be reviewed in advance by the Personnel Services Manager.

BUSINESS AND TRAVEL EXPENSES

1. POLICY

Reedy Creek Improvement District will reimburse individuals who travel on approved District business for reasonable expenses resulting from their travel. Such reimbursement will also cover bona fide expenses incurred within the District for District purposes.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy.
- 3.2. For those employees advanced monies for business travel, an expense report must be completed immediately following the employee's return.
 - 3.2.1. Employees failing to complete an outstanding expense report for cash advances within thirty (30) days will have those monies deducted from their paychecks. A refund will be issued upon approval of a submitted expense report.
 - 3.2.2. The completed business expense report should be turned in to District Administration no later than thirty (30) days after expense is incurred.
 - 3.2.3. Employees repaying excess travel advances or overpayments must do so by money order or check.
- 3.3. All reasonable expenses supported by documentation incurred for a bona fide business purpose will be paid on an actual cost basis. District Administration shall issue directives periodically stating what constitutes "reasonable" expenses.
 - 3.3.1. The detailed directives and guidelines will be maintained separate from these policies. Upon employment, all salaried employees will be issued a copy of the guidelines currently in place. Periodically, these guidelines will be updated and the updates made available to all employees.
 - 3.3.2. It is the employee's responsibility to be familiar with the travel and business expense guidelines when traveling on District business.

CHARITABLE CONTRIBUTIONS

1. POLICY

Reedy Creek Improvement District has established a comprehensive program to address charitable contributions within or affecting the District. While the District supports our employees in their charitable efforts and does not intend to be unduly restrictive with regard to charitable support, unauthorized liabilities to the District or our taxpayers as a result of employees' commitments or actions must be prevented.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which contains provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by subsequent action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. The District will normally only approve or support sanctioned charitable activities such as United Way.
- 3.2. District letterhead stationery may not be used for personal correspondence regarding charities or for the purpose of soliciting charitable contributions except for specific District sanctioned activities. Employees who need to send letters under their names should use the charitable organization's letterhead or their own personal stationery.
- 3.3. No department or employee is authorized to make charitable contributions on behalf of the District or to make financial or other commitments on the District's behalf without the express written authorization of the District Administrator or designee. Commitments made without the proper approval will not be honored.
- 3.4. Individual or personal charitable contributions made by employees will not be reimbursed by the District under any circumstances.
- 3.5. Employees are not permitted to solicit charitable contributions at work, on District property, or using District equipment (telephones, computers, etc.) without the express written consent of the District. Such requests must be made in advance to the District administration and approved prior to any activity taking place.

COMMENDATIONS

1. POLICY

A letter or memo of commendation should recognize exceptional job performance and/or work that produced exceptional results.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Supervision is responsible for the administration of this policy.
- 3.2. The letter or memo of commendation should be signed by the individual's supervisor and the Deputy District Administrator and presented personally to the employee.
- 3.3. A copy should be forwarded to the Personnel Services Department to be included in the individual's personnel file.

Computer Usage & Security

The District manages a networked computer system as a technological tool to assist District employees in completing their assigned responsibilities. The Technology Services Department maintains District owned computer systems (“Systems”) to manage District operational, financial and information requirements. It is essential that these Systems, including hardware, software and data files, not be misused and be operated in a secure environment.

Appropriate Use of District Computers

District Systems and workstations throughout the District are configured to serve a specific business need. District computers are dedicated to perform a specific District job function and should be used for this purpose only unless otherwise configured and approved for another purpose by Technology Services’ personnel.

District Systems (hardware and software) are intended to be used for District-related matters. Employees are encouraged to minimize the use of these Systems for non-District related matters and restrict such uses to minimize disruptions to normal business activities.

Employees whose employment with the District has ceased shall return to their Department Manager on their final day of employment all District equipment used in connection with District Systems.

Employees should be aware that information created, maintained, or transmitted through District Systems remains the property of the District. There is no guarantee of the confidentiality of information stored on any District Systems, and employees have no reasonable expectation of privacy when utilizing District System. The District Systems and related equipment can be monitored at any time, in accordance with the law.

Under no circumstances is a District employee authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing the District’s equipment and/or District Systems. Employees are responsible for exercising good judgment while using District Systems, consistent with this and other District policies, and if there is any uncertainty, employees should consult their supervisor or Department Manager.

Network Security

The Technology Services Department will use any means necessary to protect District Systems from unauthorized access including virus attacks, hackers, or other unlawful attempts to gain access.

Any attempt to modify, circumvent or remove any application from District Systems is strictly prohibited.

Under no circumstances are unauthorized and/or non-District-owned devices to be connected to the District’s internal network.

Passwords

User network and application passwords created and/or issued for use in accessing District Systems shall remain confidential and may not be disclosed to anyone. Disclosure of any network or application password is strictly prohibited.

User network passwords must be a minimum of 8 characters in length and a combination of alpha and

numeric characters and should be changed every 90 days or at frequencies otherwise determined by the Technology Services Department.

Application passwords must follow the protocol set forth by the Technology Services Department.

Software Policy

Only software purchased and owned by the District is permitted to be installed or reside on District Systems. Any software found on District Systems that was not purchased or licensed by the District shall be removed immediately by Technology Services Department personnel without notice and without financial reimbursement to the employee.

Absent the prior written approval of Technology Services, no shareware and/or free software may be installed on District Systems.

All computer programs and/or data purchased by or developed for the District are the property of the District and must be promptly returned to the District upon project completion or separation from employment. In no event shall any computer programs, data, documentation, listings, source code or object code be sold, released or loaned to individuals or entities outside the District.

All purchases or leases by the District of computer software shall be made pursuant to written agreements approved by the CIO of Technology Services.

Software purchased and/or leased from a third-party vendor may be used only in accordance with the contractual arrangement the District has with such vendor. In most instances, reproduction or transfer by computer or otherwise of such software and documentation is prohibited.

Hardware Policy

All purchases or leases by the District of computer hardware shall be made pursuant to written agreements approved by the CIO of Technology Services.

Service Provider Information and Adherence

Any disclosure of proprietary vendor information to anyone without a strict “need-to-know” of the information is prohibited. All vendors, contractors or consultants are also required to adhere to the above policy.

History	Date
IAFF	4/17/2018
Fire Station and Work Site Posting	5/21/2018
Board of Supervisor	5/23/2018
Effective Date	6/11/2018

COURT WITNESS AND/OR DEPOSITION TAKING ALLOWANCE

1. POLICY

Reedy Creek Improvement District will authorize offsetting compensation for missed work or a monetary allowance for active and former employees who are directed or required to give depositions or to appear as a witness for the District on District-related matters. Travel and other incidental expenses reasonably required for testimony will be paid in accordance with the District's policy for reimbursement of business expenses.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. The Manager of Personnel Services and District Administration will administer this policy.
 - 3.1.1. The District reserves the right to determine if the appearance is for the District, is for a District matter, and is compensable.
 - 3.1.2. The Deputy District Administrator, who also must give written notification to the Manager of Personnel Services, must approve the compensation of active and former employees.
 - 3.1.3. Mileage will be paid at the appropriate District rate if the matter is compensable.
 - 3.1.4. For former employees, reasonable expenses as approved by the District will be reimbursed.
 - 3.1.5. Employees summoned to appear in cases not relating to District business or who do not appear for the District, will not be reimbursed for lost wages. Alternative work schedules should be made available whenever possible.

DISCIPLINARY ACTION

1. POLICY

In order to ensure consistency and fairness in the application of discipline, Reedy Creek Improvement District has developed the following practices. The District follows the concept of positive discipline applied in a progressive manner. Employees must meet certain standards and perform their jobs in a safe and efficient manner for the benefit of all concerned. It is the District's goal to assist employees in recognizing and solving problems that result from unacceptable conduct, performance, and attendance.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Supervisory personnel are encouraged to confer with their chain of command and Personnel Services for input prior to disciplining an employee.
- 3.2. Any deviations in the administration of this practice must be reviewed by the Manager of Personnel Services and approved by the District Administrator.
- 3.3. This practice is intended to provide recommended but not mandatory penalties to apply to specific offenses. However, the penalty utilized shall be discretionary with management and nothing herein shall require that a particular form of discipline be utilized in any case prior to the utilization of another form of discipline. All disciplinary actions for behaviors not listed in this practice must be discussed with Personnel Services.
- 3.4. The example offenses listed in this practice are not intended to be all-inclusive. In addition to the offenses specifically identified in this practice, employees may be disciplined up to and including termination for other conduct deemed unacceptable by the District. However, the example offenses listed in this practice will normally serve as guidance for disciplinary action for any infraction not identified in this practice.

- 3.5. Disciplinary problems of an employee as reflected by the employee's personnel file shall be considered in determining future disciplinary action, and may be given additional weight when the conduct for which disciplinary action is being considered is related to prior discipline or demonstrates a pattern of unacceptable performance and/or misconduct.

4. INVESTIGATIVE SUSPENSION

- 4.1. An investigative suspension may be used at any time in the disciplinary process to provide appropriate time to gather additional facts necessary to determine the appropriate disciplinary action to be taken, if any.
- 4.2. Investigative suspensions may be undertaken at any time that circumstances are deemed appropriate. The appropriate department manager and the Manager of Personnel Services should normally be consulted prior to suspending an employee.
- 4.3. When considered appropriate, employees will be suspended pending investigation when potential termination of employment is being considered or other circumstances warrant.

5. DISCIPLINARY STEPS

- 5.1. The District recognizes the following levels of disciplinary actions:

- Verbal Reprimand
- Written Reprimand
- Suspension
- Probation
- Demotion
- Combination of Any of the Above
- Discharge/Termination
- Involuntary (Disciplinary) Transfer

(Note: The normal progression of disciplinary steps is intended to be verbal reprimand, written reprimand, suspension, and termination if necessary. However, the District reserves the right to select and apply any of the levels or forms of discipline, or combinations of such, depending upon the District's determination of the appropriate measure of discipline for any particular case.)

- 5.2. Verbal Reprimand - Verbal reprimands may be given by the employee's immediate supervisor at any time circumstances warrant. While no additional approval is required, supervisors will consult with their chain of command prior to initiating action.
- 5.3. Written Reprimand - Written reprimands are typically used when verbal reprimands have failed to result in behavior or performance changes or when the behavior is serious enough to warrant stronger corrective action. Supervisors will consult with their chain of command and the Manager of Personnel Services prior to initiating action.

- 5.4. Involuntary (Disciplinary) Transfer - Transfer requires consultation with the Manager of Personnel Services and approval of the appropriate department managers and Deputy District Administrator.
- 5.5. Probation - Probation is an appropriate form of discipline depending on the severity of the problem and when an employee has documented performance or behavioral problems and is expected to solve them to management's satisfaction within a given period of time. Probation requires consultation with the Manager of Personnel Services, department manager, and approval of the Deputy District Administrator.
- 5.6. Demotion - An employee may be demoted when the District determines that such action is an appropriate measure needed to address a disciplinary situation such as when prior attempts to correct a recurring problem with performance, conduct, or attendance have failed. Demotions require consultation with the Manager of Personnel Services, department manager, and approval of the Deputy District Administrator.
- 5.7. Suspension - A suspension is taken as the last step prior to termination. A suspension requires consultation with the Manager of Personnel Services and approval by the Deputy District Administrator. While on suspension, employees are instructed to review and to consider carefully their offending behavior and/or unacceptable performance and/or other actions that constituted a violation of the applicable District policy. Prior to reinstatement to active employment, employees are required, as a condition of continued employment, to review, to understand and accept, and then to execute a written commitment that they will undertake to correct and/or improve their unacceptable performance and/or will cease the offending conduct. The employee's refusal or failure to execute the written commitment provided by the District for his/her return to active employment from suspension will be considered a voluntary resignation. The commitment made after a suspension involves TOTAL PERFORMANCE. This means that no other forms of discipline will normally be administered following a suspension and a commitment other than termination for a period of one (1) year.
- 5.8. Combination of Any of the Above - Combination of any of the above requires consultation with the Manager of Personnel Services, department manager, and approval of the Deputy District Administrator and District Administrator.
- 5.9. Termination - Terminations occur when other disciplinary steps have failed or when the infraction is considered severe enough that termination without prior discipline is warranted. Supervisors must consult with their chain of command prior to initiating termination. Terminations may only occur after consultation with the Manager of Personnel Services, appropriate manager, and approval by the Deputy District Administrator.
- 5.10. The District reserves the right to use any form of disciplinary action it deems appropriate in each circumstance and will routinely consider the facts, circumstances, and mitigating factors applicable to each disciplinary action on a case by case basis.

6. MULTIPLE INFRACTIONS

- 6.1. Normally, infractions that occur will be treated in a progressive fashion. However, the District reserves the right to begin corrective action at any disciplinary step, depending on the circumstances and uniqueness of any individual situation.
- 6.2. Offenses may fall into three (3) categories:
 - Conduct Problems
 - Performance Problems
 - Attendance Problems
- 6.3. An individual may have a maximum of three (3) verbal reprimands active at one time, and those must be for different categories.
- 6.4. The maximum number of written reprimands that may be active at one time is two (2), and these must be for different categories.
- 6.5. Because a suspension requires a total performance decision on the employee's part, there may be only one (1) active suspension at a time. No other formal steps of discipline will normally be administered during this year.

7. DOCUMENTATION

- 7.1. Each step of disciplinary action must be documented in writing, reviewed by the employee, and placed in the employee's personnel file. The documentation should include:
 - 7.1.1. Identification of the problem(s), actions to be accomplished by the employee, and the time frame(s) for improvement/reassessment;
 - 7.1.2. The consequences of failing to meet the standards.

8. GROUP I OFFENSES AND PENALTIES

- 8.1. First Offense - Verbal Reprimand
Second Occurrence - Written Reprimand
Third Occurrence - Suspension
Fourth Occurrence - Termination

Each occurrence refers to a repeat of an offense in the same category.

Attendance problems are addressed in the Employee Relations Policy Manual.

- 8.2. Examples Of Offenses And Applicable Categories
 - Personal or public safety or health infractions of a less serious nature.
Performance

- Leaving the work area during shift without permission or similar improper absence from duty without authority.
Conduct
- Conducting personal work on paid time.
Conduct
- Unauthorized visits from other personnel in the work area.
Conduct
- In a non-probationary status, failure to meet job standards in relation to quantity, quality, or timeliness of work at any time.
Performance
- Excessive personal calls either placed or received during the work shift.
Conduct
- Interfering with the work of other employees.
Conduct
- Altering or removing any material posted by the District or posting any material without authorization.
Conduct
- Failure to immediately report an unsafe condition, practice, or incident to the appropriate supervisor or manager.
Performance
- Creating, contributing, or allowing an unsafe condition to exist or to continue unreported.
Performance
- Making early preparation for leaving the work area prior to the end of the work shift, unless authorized.
Conduct
- Use of District equipment, resources, or of another employee's equipment without authorization.
Conduct
- For specific information on attendance infractions, refer to the District Policy on Attendance/Tardiness.
Attendance

9. GROUP II OFFENSES AND PENALTIES

9.1.	First Offense	-	Written Reprimand
	Second Occurrence	-	Suspension
	Third Occurrence	-	Termination

Each occurrence refers to repeat of an offense in the same category. Attendance problems are addressed in separate District Employee Relations Policy Manual.

9.2. Examples Of Offenses And Applicable Categories

- Failure to follow appropriate guidelines for calling in sick.
Conduct
- Sleeping on the job or work shift unintentionally.
Conduct
- Discourteous, insulting, abusive or inflammatory language or conduct toward the public, a fellow employee or employees as determined by the Personnel Services Manager.
Conduct
- Actual or attempted intimidation or coercion of employees, supervisors, or visitors.
Conduct
- Personal or public health or safety infractions.
Performance
- Contributing to unsafe practices or conditions. Failure to follow established safety guidelines in the performance of job duties.
Performance
- Personal long distance telephone calls charged to the District.
Conduct
- Failure to follow supervisory instructions not considered serious enough to be classified as insubordination. (Addressed in Group IV).
Conduct
- Carelessness and/or negligence in the handling or control of District property, or the improper appropriation of District property.
Conduct
- Committing the District to expenses not within the authority of the employee.
Performance
- Unauthorized use of District vehicles.
Conduct

10. GROUP III OFFENSES AND PENALTIES

- 10.1. First Offense - Suspension
Second Offense (from any group)- Termination

10.2. Examples Of Offenses And Applicable Categories

- Reporting to work under or while on duty being under the influence of illegal, controlled substances or alcoholic beverages.
Conduct

- Sleeping on the job or work shift intentionally.
Conduct
- Hazing, Harassment or Horseplay.
Conduct
- Unauthorized use or release of confidential information of a serious nature.
Conduct
- Violation of a safety guideline or procedure which results in the possible endangering of other persons or of the work environment.
Conduct
- Personal or public health or safety violations of a serious nature.
Performance
- Failure to report to work when ordered.
Conduct
- Falsification or misrepresentation of need for sick leave or any other type of paid time off.
Conduct

11. GROUP IV OFFENSES AND PENALTIES

11.1. First Offense - Termination

11.2. Examples Of Offenses And Applicable Categories

- Fighting
Conduct
- Assault and/or battery
Conduct
- Threatening physical harm to people or property
Conduct
- Physical possession of a firearm or other weapon, or having a firearm in personal vehicle, within the District's boundaries.
Conduct
- Transportation or possession of an explosive within the District's boundaries.
Conduct
- On or off the job conduct which adversely affects the ability of the employee to perform job duties and/or the duties of other employees, and/or adversely affects the efficient operation of the District.
Conduct

- Falsification of any document or any other dishonesty connected with the employee's duties or employment or in any way related to the operation of the District's business.
Conduct
- Theft, actual or attempted.
Conduct
- Sabotage or the willful damage or destruction of the District's property or property belonging to fellow employees.
Conduct
- Possession, use, under the influence of, sale, attempt to sell or procure illegal, controlled substances or alcoholic beverages while on duty or while operating or riding in or on the District's equipment.
Conduct
- Any violation of civil rights prohibited by law.
Conduct
- Personal or public health or safety violations of a very serious nature.
Performance
- Failure to follow reasonable instruction from a supervisor considered serious enough to be insubordination.
Conduct
- Refusal to cooperate fully and truthfully in an investigation conducted by or at the direction of the District in matters that affect the District's business.
Conduct
- Participation in unauthorized strikes, picketing, walkout, slowdown, total or partial interference with or stopping of the District's operations, and refusal to cross picket lines at any location whether or not owned by the District.
Conduct
- Any fraudulent, criminal or dishonest act(s) committed acting alone or in collusion with others, including but not limited to, stealing, embezzlement, extortion, assault or vandalism which affects or could reasonably be expected to adversely affect the District's business.
Conduct

12. EXCEPTIONS TO THE DISCIPLINARY PRACTICE

In order to achieve fairness and consistency in the application of this practice, all exceptions must be reviewed by District Administration.

District-Issued Mobile Device

All District employees or contractors (hereinafter referred to as "users") who are provided with a District-issued mobile device for District business purposes are required to adhere to the District's Mobile Device Policy. "Mobile devices" include, but are not limited to, smart phones, cellular phones, laptop computers, and tablets. "District-issued mobile devices" are mobile devices that are the property of the District and/or are provided by the District as a means by which to provide services to the District.

Before taking possession of any District-issued mobile device users must read this Policy and acknowledging an understanding of and agreement with its contents.

Responsibility

All District-issued mobile devices will be registered/managed by District Mobile Device Management (MDM) software, to which the following prohibitions apply:

App store access on IOS devices (iPhones, iPads) is prohibited. The District will provide an "App Catalog" with apps that can be downloaded for District-related use.

Use of iMessage on Apple phones/Apple iPads is prohibited.

Use of internet-based chat apps is prohibited.

Use of an unlock passcode is required.

By using a District-issued mobile device, users understand and agree that they have no reasonable expectation of privacy regarding any communication that is transmitted (either sent or received), created, and/or saved/stored through or with the District-issued mobile device. If a user wishes for his/her private activities and communications to remain private, s/he should avoid using a District- issued mobile device for that purpose. Each text message sent, received, drafted, and/or stored using a District-issued mobile device and any data downloaded or uploaded via a District-issued mobile device is archived with a third-party archiving service provider. The District retains the right to access, use, copy, or disclose such communications at any time without users' consent. Such communications will be disclosed to meet the public records statute on providing any and all digital records upon request. Such communication will be retained as public record for the duration according to the public records statute.

When using a District-issued mobile device any and all communication and data (including pictures) belongs to the District and is considered to be a public record. As such, a user must immediately (i) notify a supervisor if a District-issued mobile device is lost, stolen, or damaged; and (ii) return a District- issued mobile device and any accessories upon separation from employment.

If a non-exempt employee is provided with a District-issued mobile device for District business purposes, s/he is strictly prohibited from performing any work-related duties during off-duty time, unless s/he has advance permission from a supervisor to do so. These work-related duties may include reading and/or responding to emails, placing or receiving phone calls, working on assigned projects, or performing any work activity that is required as a function of their position with the District. Any off-duty time spent on work-related duties must be reported on an employee's time card during the week in which the work was performed.

If a District issued mobile device is lost or damaged due to negligence, the replacement costs will be recovered from the employee. District phones/tablets will be issued with a cover to protect the device. These covers must stay on the device at all times and may not be substituted. All District issued mobile devices will be refreshed regularly in accordance the device's warranty or the device provider's upgrade/replacement agreement. Should you have any issues with the device prior to its refresh, please contact Technology Services via the help desk to request repair and/or troubleshooting.

Usage

Personal calls, texts, and data downloads may be made on a District-issued mobile device, provided they do not result in any additional charge(s) to the District. Users are prohibited from making international calls or texts using their District-issued mobile device, unless those calls and texts are authorized, in advance, and are for business purposes. Adding or switching to a different service provider on a District-issued mobile device is prohibited. Downloading of any program that result in any additional charge(s) to the District is prohibited, unless approved by District management. Accessing any site through the internet that is pornographic or illegal is strictly prohibited when using a District-issued mobile device and may result in disciplinary action, up to and including separation from employment.

All communications for business purposes made by District-issued mobile devices must be professional and appropriate, consistent with the District's policies and procedures regarding electronic communications. Conduct that violates the District's Anti-Harassment and Anti-Discrimination policies and/or any other District policies and/or procedures while using a District-issued mobile device for District business purposes is strictly prohibited and may result in disciplinary action, up to and including separation from employment.

Users are prohibited from altering the original design of District-issued mobile devices, including any permanent attachments. Removable attachments may be allowed, provided they do not cause any damage to the District-issued mobile device.

Most mobile devices have cameras, but taking pictures in the workplace with District-issued mobile devices is limited to situations that serve a legitimate business purpose and are generally prohibited in any restricted area, construction zone, sleeping area, bathroom and/or locker room, rescue or fire scene/incident, or where otherwise prohibited by the property owner and/or by law.

Internet Use

Internet access on District-issued mobile devices is limited to use for business purposes in compliance with the District's "Computer Usage and Security" and "Internet Use" policies. Users are encouraged to use Wi-Fi whenever possible for data download, including updating the device operating system whenever new versions are released, and whenever using and updating applications that are approved for use on District-issued mobile devices and available via the District App Catalogue.

Safe Use of District-Issued Mobile Devices

Always be alert to the possibility of a vehicular accident when using a mobile device while operating any vehicle for District business. Users are required to comply with all local, state and federal laws concerning mobile devices while driving. Texting and/or web browsing while operating a District-owned

or personal vehicle while conducting District business is strictly prohibited. Cellular phones are to be operated in hands-free mode only while driving.

Mobile devices may not be used in situations where use of the mobile device might create an unsafe condition (e.g. while at laboratories, construction sites, near heavy machinery, etc.).

Security

Users must maintain a passcode on District-issued mobile devices at all times, as required by the MDM software. This passcode may not be shared with anyone. If the Technology Services Department needs to troubleshoot the device, the passcode will be reset.

The Technology Services Department is not responsible for the backup or recovery of personal data stored on mobile devices registered/managed by the MDM software and accessing District resources.

Removal of SIM cards from District-issued mobile devices is prohibited. All technical problems with District-issued mobile devices must be reported to a supervisor or Technology Services immediately.

Users are prohibited from "jail breaking", "rooting", or modifying the firmware of a District-issued mobile device in any way.

Users should refer to the District's "Computer Usage and Security Policy" for additional information.

Enforcement and Accountability

The District reserves the right to revoke a user's privilege of using a District-issued device at any time, with or without cause, and with or without notice.

As a condition of continued use of a District-issued mobile device, the District may require written acknowledgement by each user of any amended form of this Policy. Refusal by any user to provide such written acknowledgement will result in the user's forfeiture of the use of any and all District-issued mobile devices.

History	Date
IAFF	4/17/2018
Fire Station and Work Site Posting	5/21/2018
Board of Supervisor Meeting	5/23/2018
Effective Date	6/11/2018

DISTRICT PROPERTY

1. POLICY

Reedy Creek Improvement District employees who utilize the District's property such as, but not limited to, vehicles, tools, clothing, and/or equipment, will be responsible for keeping such property in good repair at all times.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Supervision will be responsible for the administration of this policy.
- 3.2. Employees are responsible for keeping the District's property in good condition. Failure to keep property in good repair at all times could result in disciplinary action, which may include paying the cost of repair or replacement.
- 3.3. Use of the District's vehicles, equipment, clothing and tools for personal use must be approved in advance by the District Administrator and/or the Deputy District Administrator.
- 3.4. District property, including items found in waste containers, may not be removed from the District without written approval. Employees must be able to present sales receipts or approvals for all materials purchased from other employees or from authorized sales locations.
- 3.5. At time of termination, supervision should account for and/or obtain all property issued to an employee. Employee's final paychecks will not be issued until all property issued to the employee has been accounted for and/or obtained.

EDUCATION REIMBURSEMENT

1. POLICY

Reedy Creek Improvement District will provide financial assistance to eligible employees who enroll in and successfully complete approved courses that are job related in accredited schools or colleges. The Educational Reimbursement Plan (“the Plan”) is designed to supplement an employee’s work experience with professional and technical education. It is not the intent of Reedy Creek Improvement District to reimburse employees for pursuing a degree or a preplanned college education that does not directly benefit the District.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1. District Administration will be responsible for the administration of this policy.

3.2. Education

3.2.1. Only full-time employees who have completed six months of continuous full-time service with the District are eligible to apply for reimbursement.

3.2.2. Employees who voluntarily terminate their employment with the District (or if employment with the District is terminated with good cause as defined in Florida law) within one year following the completion date of their courses(s) may be required to refund the District the reimbursement they received for any course(s) taken within one year prior to termination.

3.3. Courses

3.3.1. Employees requesting approval for individual courses unrelated to a degree program must demonstrate that the courses are of an educational or technical nature directly related to the employee’s present job duties or those to which they will be assigned in the immediate future.

3.3.2. Employees requesting approval for specific undergraduate degree programs must also demonstrate the relevance of the program to their current job duties and benefit to the District.

- 3.3.3. Normally, the District will not approve employees' requests for reimbursement for masters level programs except for Deputy Managers and above and these must be of direct benefit to the District.
 - 3.3.3.1. Reimbursement for masters level programs will normally not exceed the aggregate of seventy-five percent (75%) of tuition, books, and fees not to exceed the other specific limitations set forth.
 - 3.3.3.2. Additionally, masters level programs require advance approval of the employee's chain-of-command including the Deputy District Administrator.
- 3.3.4. The District's Personnel Services Department will make final recommendations to the Deputy District Administrator related to educational reimbursement.
- 3.3.5. Participants are limited to a maximum of two courses per term.
- 3.3.6. The course(s) must be taken through an accredited school, college, or university. However, certain private schools and special courses may qualify upon administrative review for eligibility.
- 3.3.7. Correspondence courses, workshops, conferences, and seminars are not covered under the Plan.
- 3.3.8. Courses may not be attended during scheduled working hours.

3.4. Plan Coverage

- 3.4.1. The maximum the Plan will pay is the cost of tuition not to exceed Seven Hundred Dollars (\$700) per unit. Books may be reimbursed at 100% of the purchase price.
- 3.4.2. Materials and approved equipment costs (i.e. art supplies) directly related to the course and mandated by the instructor will be reimbursed up to One Hundred Dollars (\$100) per course.
- 3.4.3. All courses and related costs will be reviewed and approved on an individual basis by District management.
- 3.4.4. Eligible salaried employees may apply for the costs of tuition and books (not to exceed the amount established in the preceding paragraph 3.4.1.). Non-salaried employees may apply for seventy-five percent (75%) of the costs of tuition and books.
 - 3.4.4.1. Non-salaried employees taking a course at the request of the District Administration are eligible for salaried employee level reimbursement.

- 3.4.5. In all cases, reimbursement is for job-related courses only, and the total cost of tuition and books will not exceed the amount established in the preceding paragraph 3.4.1 of "Plan Coverage."
- 3.4.6. If an employee is currently receiving reimbursement from any other source, such as the Veterans Administration or other scholarship assistance, reimbursement will be as follows: the other source pays first and the remaining difference will be reimbursed in accordance with the Plan as stated in paragraphs 3.4.1. and 3.4.2. of "Plan Coverage."
 - 3.4.6.1. If an employee has an educational loan, reimbursement will be in the form of co-payment to the employee and the lending institution.
- 3.4.7. Except as set forth in this section, reimbursement will only be paid upon successful completion of the course(s) with a grade "C" or better for undergraduate courses and a grade "B" or better for graduate courses.
 - 3.4.7.1. Employees must submit official qualifying transcripts of grades along with receipts itemizing expenses for tuition, books and related materials (these must be received by the District no later than three weeks after employees receive their grades).
- 3.4.8. For eligible employees taking courses at the request of District Administration, one hundred percent (100%) reimbursement for tuition (not to exceed the amount established in paragraph 3.4.1. of "Plan Coverage") and books may be made in advance of course completion.
 - 3.4.8.1. Courses must also meet all of the criteria as described in "Courses."
 - 3.4.8.2. A memo from the employee's manager requesting one hundred percent (100%) payment in advance and stating that the applicant was requested to take the course must accompany the employee's completed application.
 - 3.4.8.2.1. This memo should be forwarded to the District Administrator for signature and the Deputy District Administrator for presentation. Only the Deputy District Administrator can authorize payment in advance.
- 3.4.9. Upon approval by Administration, payment in advance of course completion for District Administration-requested courses will be made within three weeks of receipt of a completed and approved Educational Reimbursement application.
 - 3.4.9.1. Employees must also submit grades and receipts as outlined in "Plan Coverage."
 - 3.4.9.2. Employees who fail to provide evidence of satisfactory completion and proper receipts following the completion of the course(s) will be required to refund to the District the advance payment they received.

- 3.4.10. Fees such as applications, registrations, student union, student service, deferment, transportation and parking, etc., are not covered by the Plan.
- 3.4.11. The Plan is not retroactive. The District will not reimburse employees for courses taken prior to employment by the District, or for classes taken prior to the submission and approval of an Educational Reimbursement application.
- 3.4.12. The Plan, as it is described in this application, supersedes any previously released information and guidelines regarding the Educational Reimbursement Plan. The District may change any provision of the Plan in its sole and absolute discretion with or without prior notice.

3.5. How To Apply

- 3.5.1. Employees should read, in its entirety, the preceding guidelines of the Plan to acquaint themselves with the terms, conditions and procedures. Employees should retain these guidelines for their files.
- 3.5.2. Employees must first complete the Educational Reimbursement application in full prior to beginning classes.
 - 3.5.2.1. In extremely limited situations, approval may be requested shortly after the start of classes if the employee satisfies the District that approval could not have been requested in advance.
 - 3.5.2.2. Incomplete applications will be returned to employees for completion.
- 3.5.3. Employees must obtain the approval of their chain-of-command prior to submitting request for consideration by Personnel Services. Once the department's approval has been obtained, the department manager will forward requests to the Personnel Services Department for consideration.
- 3.5.4. Personnel Services will approve or disapprove the request, except for masters level programs, which must be approved by the Deputy District Administrator. Personnel Services will notify the employee's department in writing concerning the employee's request for reimbursement.
- 3.5.5. For District Administration-requested courses, one hundred percent (100%) reimbursement may be made in advance of course completion.
 - 3.5.5.1. A memo from the employee's Manager requesting one hundred percent (100%) payment in advance and stating that the applicant was requested to take the course(s) must accompany the employee's completed application with Deputy District Administrator approval to the Personnel Services Department.
- 3.5.6. If a student loan was incurred in connection with the course(s), the applicant must indicate "Yes" as to educational reimbursement from other sources on the application and indicate the name of the lending institution.

Electronic Communications (E-Mail)

It is the intent of the District to provide an electronic messaging (E-mail) system as an additional means of communication for employees to use while conducting District business. The E-mail system is not a repository for the storage of electronic messages; it is only a means for transmitting these messages. E-mail messages are public records as defined in Florida Statutes, Chapter 119. Only District employees authorized by their Manager will have access to the E-mail system.

Definitions

Electronic mail ("E-Mail," or "E-mail message") is electronic communication that is created on, received by, and/or transmitted through an E-mail management system. A complete E-mail message is comprised of the message content, attachments, and the message "metadata."

E-mail metadata is the information about a specific E-mail message that is gathered by the E-mail management system including but not limited to the date sent, sender's identity, identity of addressee(s), return receipts, and other pertinent information.

Internal E-mail messages are messages that are created and distributed or received by District owned and operated E-mail management systems to users within the District with proper authentication credentials to access the District E-mail system.

External E-mail messages are messages that are created and distributed or received by District owned and operated E-mail management systems to users outside of the District network via the District E-mail management system.

Third Party or Internet E-mail messages are messages created and delivered via any other E-mail management system that is not District owned or operated.

To maintain a consistent level of security, any unauthorized configuration settings, applications, links, or other means found on District workstations that allow access to third party/Internet E-mail may be removed by Technology Services' personnel with notice to the Department Manager.

Proper Use of District E-mail System

District E-mail is intended for official District communication. Use of personal E-mail to conduct District business is prohibited.

Use of District E-mail for creation or communication of sexually explicit or offensive messages, cartoons, jokes, ethnic slurs, or racial epithets is strictly forbidden, consistent with the District's Discrimination and Harassment policies and procedures.

Accessibility to E-mail Messages

Technology Services' personnel, under the direction of District Administration, may access and disclose any E-mail message sent through, created, received, or retained using the District E-mail systems.

E-mail messages created and/or distributed via District E-mail management system are subject to the Florida Public Records Law and must be produced in response to a public information request provided no statutory exemptions apply.

District employees may not login to another employee's E-mail account to obtain access to the files or communications of the other employee without prior approval from the respective Department Manager(s).

Storage of E-mail Messages

The District E-mail system is a means of providing the delivery of electronic messages from a "sender" to a "receiver." The system is not to be used as a repository for the long-term storage of E-mail messages, documents and attachments. E-mail messages should not be permanently stored on the District E-mail system and will be periodically deleted according to guidelines consistent with the Florida Public Records Law.

Retention of E-mail Messages

Any deletion or retention of E-mail messages sent through, created, received, or retained using District E-mail must be in accordance with the requirements of the Florida Public Records Law, Florida Statutes, Chapter 119, and District retention guidelines. Refer to the Reedy Creek Improvement District *Records Management Policy* for more information on the retention and deletion of public records.

Attachments to E-mail messages are part of the message and must be retained for the same amount of time as the message itself.

History	Date
IAFF	4/17/2018
Fire Station and Work Site Posting	5/21/2018
Board of Supervisor	5/23/2018
Effective Date	6/11/2018

EMPLOYEE COMPLAINTS

1. POLICY

Reedy Creek Improvement District desires to resolve issues of dissatisfaction with employees in order to promote favorable working conditions, high employee morale and harmonious working relationships. The District has established an internal procedure for resolving employee complaints in order to attempt to resolve issues of dissatisfaction or misunderstandings concerning wages, working conditions, or other conditions of employment.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this Policy.
- 3.2. Step 1 - A complaint should be brought to the attention of the employee's immediate supervisor within seven (7) days of its occurrence. The Complaint Procedure Form may be used for this purpose.
 - 3.2.1. The supervisor shall attempt to find a solution or to secure a proper answer and give a verbal reply to the employee within seven (7) days from the submission of the complaint.
 - 3.2.2. If it is felt that the complaint is a result of discrimination, sexual harassment, or similarly sensitive subject, the employee may discuss the matter with the Manager of the Personnel Services Department or the Deputy District Administrator, or may submit the complaint by proceeding directly to Step 3.
 - 3.2.2.1. Should the complaint be against the Deputy District Administrator, the employee may submit the complaint by proceeding directly to Step 4.
 - 3.2.3. Should the complaint be against the District Administrator, the President of the Board of Supervisors is to be notified using the Complaint Procedure Form.

- 3.3. Step 2 - If the problem is not settled at Step 1, the employee may submit the complaint in writing on the Complaint Procedure Form to the department manager within seven (7) days after receiving the verbal reply from the supervisor as set forth in 3.2.1.
 - 3.3.1. The manager will meet with the employee within seven (7) days to discuss the problem and then provide a written reply within three (3) days after the meeting.
- 3.4. Step 3 – If, after Step 2, the complaint is still unsettled, the employee may submit the complaint in writing to the Deputy District Administrator within seven (7) days after receiving the written reply as set forth in 3.3.1.
 - 3.4.1. The Deputy District Administrator will meet with the employee and supervisor (if indicated) within seven (7) days and will provide a written reply to the employee within seven (7) days after the meeting.
- 3.5. Step 4 – If the problem is still not resolved by Step 3, the employee may submit the complaint in writing within seven (7) days after receiving the written reply as set forth in 3.4.1 to the District Administrator for final disposition of the Complaint.
 - 3.5.1. The District Administrator will provide a written reply to the employee within seven (7) days after receipt of the written complaint.
- 3.6. The Complaint Procedure Form is available from the Personnel Services Department to assist employees in presenting their complaint to management.
 - 3.6.1. Management is responsible for insuring that copies of the employee's complaint as well as copies of all District responses are provided timely to the Personnel Services Department for proper filing.
- 3.7. Failure of management to meet within the time limits or respond at any step of the procedure shall be deemed a denial of the complaint and require the employee to proceed to the next step within the time limits just as if the District had denied the complaint in writing.
- 3.8. Failure of the District to respond or to explain its response at any step shall in no way restrict the District from raising any issue or presenting any evidence it deems appropriate in support of its position in any subsequent proceeding.

EMPLOYEE RECORDS

1. POLICY

Reedy Creek Improvement District has established a system designed to maintain employee records in a manner consistent with state and federal laws that will reasonably protect each employee's right to confidentiality and will at the same time meet all statutory requirements.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration is responsible for the administration of this policy.
- 3.2. Access to Records - Members of District Administration and other designated District representatives who have duties that require them to investigate records will have access to employee information on a need-to-know basis.
- 3.3. Employment Verification - All verification of employment should be referred to the Personnel Services Department who will provide the requester with the appropriate information.
- 3.4. Employees, supervisors, and/or managers are all prohibited from providing any employment references, recommendations, or information on current or former employees. All contacts requesting employee information must be directed to the Personnel Services Department.
 - 3.4.1. Individual employees assume full legal responsibility and financial liability for responding to requests for information in contradiction of District policy.
- 3.5. An active employee may request either orally or in writing to review his/her personnel file with the Personnel Services Department.
- 3.6. Employees normally will be able to review, obtain a copy of the record, and request that any errors in the following personnel data be corrected:

- Employment application
- Education and Training/resume
- Performance appraisals
- Notice of commendations/warnings
- Medical restrictions
- Test results
- Grievances affecting employee status
- Medical records completed by employee (filed in personnel medical file)
- Any other forms an employee has signed

3.6.1. Employees reviewing their personnel records normally shall be supervised by an employee of the Personnel Services Department.

3.6.2. The following procedure shall be followed in the event that an employee requests that an error be corrected:

3.6.2.1. The request will be made in writing.

3.6.2.2. The request and the corrected document, if applicable, will be attached to the original document.

3.6.2.3. In no event will any document be removed from the file by the employee.

3.6.3. Release of certain information may be secured by proper authorization such as:

- Subpoena
- Employee authorization
- Insurance carrier authorization

3.7. Medical Records: All personal medical information which comes into the District's possession (e.g. Certification of Health Care Provider) will be considered as confidential and will not be released without proper authorization from the employee and/or in compliance with applicable federal, state and local laws.

EMPLOYEE STATUS DEFINITIONS

1. POLICY

The Reedy Creek Improvement District maintains standard definitions of employment and will classify employees in accordance with these definitions.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1. Definitions of Employment/Work Status

3.1.1. Full-time - Employment is in an established job on a regular basis for at least forty (40) hours per week.

3.1.2. Part Time - Regularly scheduled on a part-time basis at least eight (8) hours per week, but less than thirty-five (35) hours per week.

3.1.2.1. If reclassified to full-time, benefit qualification and accrual begins as of the date of reclassification.

3.1.3. Temporary - Employment designed to accommodate a specific period of expanded activity (i.e. special, short-term projects).

3.1.3.1. Temporary employees receive a continuous service date as of the date of their reclassification to full-time.

3.1.3.2. If reclassified to full-time, benefit qualification and accruals begin as of the date of reclassification.

3.1.4. Salary / Exempt- Employees in this classification are paid on a salary basis and are exempt from overtime compensation under the Fair Labor Standards Act.

3.1.5. Salary / Exempt (24 hour Shift)- Employees in this classification supervise shifts and are paid on a salary basis, exempt from overtime compensation under the Fair Labor Standards Act.

- 3.1.6. Hourly / Nonexempt– Employees who are paid on an hourly basis and receive overtime compensation under the Fair Labor Standards Act.
- 3.1.7. Salary / Nonexempt – Salaried employees who are paid on an hourly basis and are eligible to receive overtime compensation under the Fair Labor Standards Act.
- 3.2. Probationary Period. The probationary period for all non-bargaining unit employees will begin with the date of hire and continue for a period of ninety (90) calendar days unless extended by the District.

EMPLOYMENT / PERSONNEL REQUISITIONS

1. POLICY

Reedy Creek Improvement District maintains control of the acquisition of employees through a standard personnel requisition procedure in order to provide an effective method for the requisitioning of employees and ensure compliance with state and federal regulations.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy. In order to maintain consistency and compliance with state and federal regulations in hiring practices, the Personnel Services Department will be responsible for making all job, transfer, promotion, and other similar status change offers to applicants and employees.
- 3.2. Requisitions -The requesting department must complete a requisition form with all pertinent information, i.e. classification, shift, etc. The appropriate department manager and Deputy District Administrator should sign the form. The completed requisition form should be sent to the Personnel Services Department for processing.
- 3.3. Personnel Services Department will be responsible for scheduling the initial interview with the applicant. If there is continued interest, Personnel Services will make the necessary arrangements for future interviews.
- 3.4. Under no circumstances will any District employee, other than Personnel Services, extend additional guarantees or offers concerning future promotions, transfers, or other similar employment considerations. All offers must be based on properly authorized, current, vacant positions which the District is actively seeking to fill.

ETHICS

1. POLICY

Employees of Reedy Creek Improvement District should not permit themselves to be in a position of conflict between their own interests and those of the District, and must conduct themselves according to the highest ethical standards. This includes avoiding even the appearance of conflicts of interest or the exploitation of privileged information for the purposes of personal gain.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. It is the responsibility of all supervision to administer this policy.
- 3.2. No employee or member of the employee's immediate family should own a significant financial interest in any business organization that does or seeks to do business with the District; nor should any employee conduct business on behalf of the District with members of their immediate family or with any business organization in which the employee or a member of their immediate family has a significant association; nor should any employee accept offers to serve as an employee, Deputy District Administrator or business partner of, or as a consultant to, any business organization which does significant business with the District.
 - 3.2.1. Any such potential conflict must be fully disclosed in writing by the employee to the District Administrator and/or the Deputy District Administrator and specific approval obtained in advance.
- 3.3. No employee should seek or accept any gifts, payments, fees, services, special privileges, vacations or pleasure trips, loans (other than from lending institutions) or other favors from any person or business organization that does or seeks to do business with the District. This does not include common courtesies usually associated with accepted business practices, such as invitations for meals, reasonable entertainment or Christmas gifts of small value, not to exceed limitation by state statute.

- 3.4. In some cases, where the value of a gift exceeds the limitations established by state statute, one of the three (3) alternatives shown herein must be followed without exception:
 - 3.4.1. The gift may be returned with a letter indicating that it is against District policy to accept such a gift.
 - 3.4.2. The gift can be turned over to District Administration, who will donate the gift to a charity or make other disposition of the gift that is in accordance with District policy.
 - 3.4.3. Employee may keep the gift only if a charitable donation is made through the District that is equal to the value of the gift. District Administration will be responsible for determining the appropriate value of any gifts covered by this policy.
- 3.5. No employee who has access to important information about the District, not generally known to the public and not under the provisions of Government in the Sunshine Laws, should take advantage of that information for the employee's own benefit or the benefit of any other person. No employee without proper authority, should give or release to anyone not employed by the District (or to another employee who has no need for the information), data or information of a confidential nature concerning the District, provided such information is not under the provisions of Government in the Sunshine Laws.
 - 3.5.1. Questions regarding the applicability of Government in the Sunshine Law should be directed to the department manager or to the Public Records Administrator.
- 3.6. No employee should acquire real estate when it is known that the District is interested in acquiring said property or any nearby property.
- 3.7. No employee should engage in self employment or employment by another to an extent that such involvement interferes with the performance of the employee's services to the District.
- 3.8. An employee with a question about a specific instance or activity that would seem to be affected by the District's Ethics_Policy should bring it to the attention of the District Administrator and/or the Deputy District Administrator who will make a decision whether a conflict exists.
- 3.9. No employee shall give, or promise to give, any consideration to another person, entity or foreign official in connection with the District's business if the giving is an improper or unethical compensation or inducement. "Consideration" means anything of value or advantage, tangible or intangible. No employee shall purchase privileges or benefits for the District by payment of bribes, kickbacks, or any other form of payoff.
- 3.10. The conditions set forth in this policy must be strictly followed. Failure to comply with the rules and procedures set forth in the policy may result in disciplinary action, not excluding termination.

EQUAL EMPLOYMENT OPPORTUNITY

1. POLICY

It is the policy of the Reedy Creek Improvement District to be fair and impartial in all its relations with employees and applicants without regard to race, religion, color, national origin, age, sex, marital status, covered veteran status, and physical or mental disability. This policy applies to recruiting, selecting, training, promotion and all other personnel actions and conditions of employment such as compensation, benefits, transfers, layoffs and reinstatements, District-sponsored training, social and recreational programs, education tuition assistance and disciplinary measures.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. All members of management are responsible to ensure the proper administration of this policy.
- 3.2. All personnel decisions shall be made without prejudice or discrimination in accordance with the principals of equal employment opportunity.
- 3.3. Disciplinary action will be taken in cases where an employee fails to adhere to the provisions of this policy.

FLOWERS

1. POLICY

Reedy Creek Improvement District will send flowers to employees upon their hospitalization, their death, or a death within their immediate family.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy. It will be the responsibility of the department to notify District Administration of the need to send flowers and to provide all of the necessary details.
- 3.2. District Administration will call the authorized florist to request flowers.
- 3.3. For hospitalized employees, District Administration will identify the hospital and admission date.
 - 3.3.1. Flower arrangements will be sent to active full-time employees only.
 - 3.3.2. Flowers will be sent to the hospital unless the patient is in intensive care.
 - 3.3.3. Flowers will be sent for confinements of three (3) days or more and not more often than once every six (6) months.
- 3.4. Upon the death of an employee or an employee's immediate family, the District will send flowers. For the purpose of this policy, immediate family is defined as spouse, child, mother, father, mother-in-law, father-in-law, brother, or sister.
 - 3.4.1. Full-time employees are eligible for this benefit.
 - 3.4.2. Flowers will be sent to the funeral home.
- 3.5. All flower orders will bear the card "From the Employees of the Reedy Creek Improvement District." For salaried employees, the card will also be addressed from the District Administration.

FUNERAL LEAVE

1. POLICY

Reedy Creek Improvement District employees who suffer the loss of an immediate family member are granted time off with pay for time necessary to travel to and from the funeral location and to attend the funeral.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy.
- 3.2. All full-time employees are eligible for this benefit immediately upon hire.
- 3.3. The deceased must have been a member of the immediate family. If a “closer than normal” relationship or responsibility existed between the employee and a relative other than those named, consideration will be given toward payment of this benefit.
 - 3.3.1. Immediate family, for the purpose of this policy, is defined as spouse, child, mother, father, mother-in-law, father-in-law, brother, or sister.
 - 3.3.2. “Closer than normal” relationship for the purpose of this policy shall be defined as a relative who raised the employee or one for whom the employee is responsible to handle funeral arrangements. Approval for payment in these circumstances requires approval of the Deputy District Administrator.
- 3.4. Payment
 - 3.4.1. Funeral leave may be granted up to a maximum of five (5) consecutive scheduled workdays, or three (3) consecutive scheduled workdays for 24-hour shift supervisory employees. Payment is available only for scheduled work days or shifts which the individual missed due to travel time and to attend the funeral. Benefits may not be accumulated, nor will any employee be paid in lieu of any unused benefits.

- 3.4.2. Supervision will determine the amount of funeral leave appropriate for the circumstance and will submit a completed "Request For Payment Of Time Off" form for approval by District Administration.
 - 3.4.3. Relationship of deceased and the location of the funeral should be noted on the "Request For Payment Of Time Off" form.
 - 3.4.4. Payment will be based on the individual's current rate.
 - 3.4.5. Employees on vacation will have their vacation converted to funeral leave. The applicable vacation hours will be reinstated into the employee's vacation account.
 - 3.4.6. Employees will be eligible for holiday pay if a paid holiday falls during the period the employee is taking funeral leave, providing the employee otherwise meets the requirements set forth in the Holiday Pay Policy.
 - 3.4.7. An employee who is on a leave of absence to care for a relative will be eligible for bereavement pay in the event of the death of that relative.
- 3.5. An employee may request an authorized leave of absence if more than seven calendar days are required to attend the funeral or attend to other essential arrangements. Employees may utilize applicable forms of paid time off or take unpaid leave for this purpose.

GARNISHMENTS

1. POLICY

Reedy Creek Improvement District must honor and fulfill all garnishments as required by law. Employees may be subject to disciplinary action for repeated garnishments.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy.
- 3.2. Upon receipt of a garnishment or levy notice, the designated department will be notified and Payroll will appropriately handle the individual's paycheck with regard to the garnishment.
- 3.3. It will be the responsibility of District Administration and the immediate supervisor to counsel with the affected individual by way of a confidential interview. Such interview should also contain any of the following warning:
 - 3.3.1. The District shall not discharge any employee by reason of the fact that his/her earnings have been subjected to garnishment for any one indebtedness.
 - 3.3.2. An employee whose earnings have been subjected to garnishment for more than one indebtedness is subject to discipline, not excluding termination.

GRATUITIES

1. POLICY

Employees are not allowed to solicit gratuities or accept gifts in return for service performed on behalf of the District.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. It will be the responsibility of each respective Department Manager and the District Administration to administer this policy.
- 3.2. No employee of the District may solicit or accept gratuities, gifts, favors, etc., from any employee or business associate while in the employ of the District.
 - 3.2.1. When an employee is offered a gratuity or gift, it should politely, but firmly, rejected with an appropriate explanation of District policy.
 - 3.2.2. If the individual offering the gratuity or gift remains insistent, becomes offended, or leaves a gift or gratuity in such a way as it may not be returned, the employee may accept the gratuity or gift graciously.
- 3.3. If an employee receives a gratuity or gift under any of the circumstances described above, the manager must be notified of the fact before the end of their regularly scheduled shift that day.
 - 3.3.1. District Administration and/or the Deputy District Administrator will determine the disposition of the gratuity or gift in accordance with standard operation guidelines within the District.
 - 3.3.2. In the event the gratuity or gift exceeds \$75 in value, the procedures set forth in the District's Ethics Policy must be followed.
- 3.4. All guidelines as established under FS 112, Part III, shall be observed for those employees specified under the statute.
- 3.5. Any violation of these guidelines or the specific procedures developed for their implementation could result in disciplinary action, not excluding termination.

HARASSMENT

1. POLICY

The District is committed to providing a workplace free of activities which embarrass, humiliate, or harass employees, and which specifically include "hazing," sexual harassment, as well as harassment based on such factors as race, color, religion, national origin, ancestry, age, medical condition, marital status, disability, or veteran status. The District strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or among co-workers. The District will also attempt to protect employees from harassment by non-employees in the workplace.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration is responsible for management of this policy. All members of management are responsible for the administration of this policy and will ensure the consistent application of disciplinary action where applicable.
- 3.2. "Harassment" includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Some examples include racial slurs; ethnic jokes; posting of offensive statements, posters, or cartoons; or other similar conduct.
- 3.3. "Hazing" includes initiation rites, horseplay, playing rough practical jokes upon an employee(s), and/or by assigning meaningless, difficult, or humiliating tasks to embarrass or humiliate a person.
- 3.4. "Sexual harassment" includes solicitation of sexual favors, unwelcome sexual advances, or other offensive verbal, visual, or physical conduct of a sexual nature.
- 3.5. Employees should report any incident of harassment, including work-related harassment by any District personnel, or any other person, promptly to the supervisor or manager (or to any other member of management) and/or to Personnel Services.

- 3.6. Any member of management that receives a complaint, or who observes harassing conduct, should inform Personnel Services immediately.
 - 3.6.1. The District emphasizes that employees are not required to complain first to the supervisor if the supervisor is the individual who is harassing.
- 3.7. To ensure management is aware of the positive steps that should be taken to prevent harassment from occurring, this subject will continue to be included in supervisory training programs.
- 3.8. Every complaint of harassment that is reported will be investigated thoroughly, promptly, and in a confidential manner.
 - 3.8.1. In addition, the District will not tolerate retaliation against any employee for making a complaint to Personnel Services or to any member of supervision.
- 3.9. In the case of District employees, if harassment is established, the District will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances.
- 3.10. With regard to acts of harassment by the public or vendors, corrective action will be taken after consultation with the appropriate management personnel.

HOLIDAYS

1. POLICY

Reedy Creek Improvement District recognizes eleven (11) paid holidays for all eligible employees. Employees will receive the following core holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Additionally, employees will receive three personal holidays.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1. District Administration will be responsible for the administration of this policy.

3.2. Eligibility

3.2.1. All full-time salaried (exempt and non-exempt) employees are immediately eligible for eight (8) core holidays.

3.2.2. All full-time hourly employees are eligible for eight (8) core holidays after thirty (30) days of continuous service, provided they work their regularly scheduled shifts immediately before and after such holiday.

3.2.3. All employees with one (1) or more years of continuous service will be credited with three (3) personal holidays.

3.2.3.1. Employees with less than one (1) year of service, and employees who are hired or converted from a part-time to full-time status after January 1, will be credited with three (3) personal holidays if hired before July 1 or 12 hours of personal holiday if hired after June 30.

3.3. Payment

3.3.1. Hourly Employees:

- 3.3.1.1. Employees who are not required to work on a recognized holiday will receive a minimum of eight (8) hours holiday pay.
- 3.3.1.2. Hourly employees who work on a recognized holiday shall receive a minimum of eight (8) hours holiday pay at the normal straight-time rate, plus pay for hours worked at the normal straight-time rate.
- 3.3.1.3. Holiday pay hours for Hourly employees will be used for the purpose of computing overtime unless the holiday falls on one of the employee's two (2) regularly scheduled days off or when a holiday falls during a vacation period.
- 3.3.1.4. Should a recognized holiday fall during the period of an hourly employee's vacation, bereavement leave, or regularly scheduled day off, the employee shall be granted one additional day's pay.

3.3.2. Salaried / Non-exempt Employees:

- 3.3.2.1. Salaried Non-exempt employees who do not work on the holiday shall receive eight (8) hours of holiday pay at the normal straight-time rate.
- 3.3.2.2. Salaried Non-exempt employees who work on the recognized holiday shall receive 12 hours of holiday pay at the normal straight-time rate plus regular pay for hours worked at their normal straight-time rate.

3.3.3. Pay- Salaried / Exempt Employees:

- 3.3.3.1. Employees who are not required to work on a recognized holiday will receive a minimum of eight (8) hours holiday pay.
- 3.3.3.2. Full-time salaried / exempt employees who work on a recognized holiday may receive an alternate day off.
- 3.3.3.3. Salaried exempt employees will receive a day off if a recognized holiday occurs on a regularly scheduled day off or during the employee's vacation or bereavement leave. The day off shall be taken within twelve (12) months.

3.3.4. If the employee fails to work the regularly scheduled shift immediately before or after the holiday due to personal illness, injury or bereavement, and the employee satisfies the employer in this respect, they will be eligible to receive holiday pay.

3.3.5. An employee who is scheduled to work on a recognized holiday and does not work shall not be entitled to holiday pay.

- 3.3.5.1. If the employee's absence from work was due to personal injury or illness, they may apply for sick leave, if eligible, but are not entitled to holiday pay.

- 3.3.6. An employee will be paid his/her stated straight time hourly rate plus any appropriate shift differentials being received by them immediately prior to the time of the holiday. For hourly and salaried non-exempt employees, this rate should be the same base rate which is used for computing overtime.
- 3.3.7. Double the employee's regular rate shall also be paid for hours worked in excess of the regularly scheduled shift on a recognized holiday.
- 3.4. Salaried employees reclassified to hourly or salaried/nonexempt should be scheduled to take all approved but unused "leave paid" days off prior to the effective date of reclassification. Typically these days consist of holidays worked but not taken.
 - 3.4.1. If due to business necessity this is not possible, the employee will be paid for outstanding "leave paid" days approved during the preceding twelve (12) month period at the rate last held as a salaried employee.
 - 3.4.2. At time of termination, retirement or reclassification to an hourly rated position, a salaried employee will be paid ONLY for the holidays worked and not taken during the preceding twelve (12) months.
- 3.5. It is the responsibility of the employee's department to properly report the use of "leave paid" days off.
 - 3.5.1. All holiday alternative "leave paid" days must be taken within twelve (12) months and must be coded as a leave paid day on a Salary Authorization Report and indicate which holiday was used.
- 3.6. Employees on an authorized leave of absence in excess of five (5) days are not eligible for holiday benefits.
- 3.7. For employees who work a normal Monday through Friday day schedule, recognized holidays falling on Sunday are normally observed the following Monday. Holidays falling on Saturday are normally observed on the preceding Friday.

IDENTIFICATION, PARKING AND ACCESS

1. POLICY

Reedy Creek Improvement District will provide parking space for employees while they are on the job, will determine criteria and rules for access to property, and will issue appropriate identification cards to District employees.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy.
- 3.2. Employees must be in possession of District identification at all times when at work.
- 3.3. Employees failing to comply with established parking and access regulations may be subject to disciplinary action.
- 3.4. The District assumes no responsibility for damage to personal vehicles that occurs on District property or within the boundaries of the District.

INSURANCE

1. POLICY

Reedy Creek Improvement District offers a Group Insurance Plans ("Plan") to eligible employees and retirees. This policy does not provide a summary of the benefits available under the Plan. Employees with detailed questions should review the information from the providers or consult Personnel Services.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. The District Group Insurance Plan includes coverages such as group health, dental, vision, disability, and employee life insurance. The amount of the District's contribution to the cost of each coverage may vary by plan year.
- 3.2. Eligibility - Full-time employees may participate in the District Group Insurance Plan under the following conditions.
 - 3.2.1. All hourly employees are eligible to participate on the first day of the month following ninety (90) days of continuous service. Absence from work due to a health factor will be treated as continuous service.
 - 3.2.2. All salaried non-exempt employees are eligible to participate on the first day of the month following thirty (30) days of continuous service. Absence from work due to a health factor will be treated as continuous service.
 - 3.2.3. All salaried-exempt employees are immediately eligible to participate on the effective date of employment.
 - 3.2.4. The employee must be actively at work on the date that coverage goes into effect, unless the employee is not actively at work due to a health factor.
 - 3.2.4.1. An employee must be actively at work without exception in order to begin participation in group life and disability coverages.

- 3.2.5. The employee must contribute to the premium cost as determined by the District for the applicable Plan year.
- 3.2.6. Husbands and wives who both work for the District may enroll in the Group Insurance Plan individually.
 - 3.2.6.1. For married employees both of whom are enrolled in the Plan, coordination of benefits for any coverages under the Plan will not apply. In these circumstances, the maximum reimbursement received will be no more or less than the regular benefits as an individual employee of the District.
- 3.2.7. Coordination of benefits will apply for employees whose spouse is enrolled in another benefit plan not sponsored by the District.
- 3.3. The District shall comply with all terms and conditions of enrollment and coverage as established by third party insurance carriers / administrators. The District shall not be liable for changes that may occur in the standards issued by third-party insurance carriers / administrators.
- 3.4. Other Insurance Coverage - The entire cost of any other insurance plans (as offered by the District on a payroll deduction basis) is paid solely by the employee.
- 3.5. Group Insurance coverage ceases at midnight on the date of termination.

4. RETIREES

- 4.1. Health insurance coverages (medical, dental and vision) provided to retirees will be the same as those provided to current active employees of the District and will be subject to change the same as for active employees.
 - 4.1.1. Insurance choices, co-pays, deductibles and all manner of offerings, including but not limited to, insurance carriers, administrators, providers, networks and plan designs, are subject to change. Such changes are typically, though are not guaranteed to be, on a calendar year basis.
 - 4.1.2. All premiums and contributions are similarly subject to changes.
- 4.2. Employees who retire from the District and who qualify for retirement benefits from the Florida Retirement System (FRS) are eligible to participate in health insurance programs offered to active employees of the District at such time as their FRS retirement benefits begin.
 - 4.2.1. Employees retiring from positions covered by a Collective Bargaining Agreement shall receive benefits in accordance with that agreement.
 - 4.2.2. Retirees with less than twenty (20) years of credited service electing to purchase insurance coverage for themselves and any eligible dependents will be responsible for the full, unsupplemented cost of the elected coverage. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change (*see 4.1 above*).

- 4.2.3. Employees who retire from the District with thirty years or more of credited service, but who have not yet attained the age of at least sixty-two, will be eligible to purchase coverage for themselves and eligible dependents.
 - 4.2.3.1. The required contribution to premiums will be the same as that of the current active employees of the District. The cost is therefore subject to periodic change (*see 4.1 above*).
- 4.2.4. Employees who retire from the District with a minimum of twenty (20) years credited service will be eligible to receive standard health insurance coverages for themselves and their eligible dependents at no charge upon retirement or upon attaining an age of sixty-two (62), whichever is **later**.
 - 4.2.4.1 Employees who retire from the District with twenty years of credited service, but who have not yet attained the age of at least sixty-two, will be eligible to purchase coverages for themselves and eligible dependents.
 - 4.2.4.2 The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change (*see 4.1 above*).
- 4.2.1 “Standard” coverage is defined as those insurance options that have been specifically designated as standard by the District. Retirees may choose to participate in any optional health and dental coverage offered to active employees, including those for eligible dependents, but will be responsible for paying the additional cost of this coverage if any in advanced monthly payments. Should advanced payment not be received in a timely manner, standard coverage will resume at the expiration of the pre-paid period.
- 4.3. Employees who retire and decline insurance coverage at retirement and who later decide to request District-provided programs may be required to provide proof of insurability prior to receiving coverage and/or be subject to exclusions, as allowed by law.
- 4.4. If an employee completes twenty (20) years of service with the District and dies while still employed, the spouse and eligible children may receive retiree insurance benefits starting on the date the employee would have been 62 or the date of death, whichever is later. This coverage may continue until the earlier of the spouse’s death or remarriage.
- 4.5. The spouse and eligible children of a deceased retiree will continue to be eligible for retiree insurance benefits. This coverage may continue until the earlier of the spouse’s death or remarriage.

Internet Use with District Owned/Issued Device

Access to the Internet via District owned and/or managed Computer Systems (“District Systems”) and/or using District issued devices (including but not limited to laptops, desktops, PDA’s, tablets, and cell phones) should be limited to appropriate purposes. This policy applies to internet access using District owned and/or issued devices. The District provides its employees with access to District Systems, including Internet access, in an effort to expand informational and communication resources in furtherance of the District’s goals.

Access to Internet Services

When necessary and appropriate, customers and suppliers or third parties may be authorized, to use District Systems and resources to access and use Internet services. Access and use by customers, suppliers, or third parties can only be requested by approved District personnel.

Management who authorizes access to and the use of District Systems and District Internet services for an employee or third party is responsible for promptly notifying Technology Services by way of contacting support when an individual separates from employment or changes departments, so that access can be promptly terminated.

Acceptable Use of District Resources

The Internet should be used for District business, the performance of work-related duties and professional training and education. Reasonable personal use, including electronic communications in furtherance of the District’s business activities with professional associates, colleagues, supplier representatives and others, is also permitted. Employees are encouraged to minimize the use of the District’s Internet services for non-District related matters and restrict such use so as not to disrupt normal business activities.

All Internet use must comply with all federal, state, and local laws and regulations as well as District policies and procedures.

District workstations are configured to display an Acceptable Workstation Use Statement prior to a user logging into the District network.

Users are reminded each time they log in about the proper guidelines to follow when accessing the District network.

By continuing with the login process after being presented with the Acceptable Workstation Use Statement, users are consenting to abide by the terms of this policy.

Unacceptable Use of Internet Resources

Although the Internet represents a valuable information resource for legitimate business / technical research and information sharing, it also presents a significant opportunity for abuse, lost employee productivity, and potential liability for the District and the employee. The following is a non-exhaustive list of examples of activities that could result in revocation of Internet access privileges and/or other disciplinary action:

Any non-work-related matters that result in the District incurring costs

Any non-work related matters that interfere with employee work performance

Any activity related to political lobbying

Unlawful activities, including sending or receiving copyrighted materials in violation of copyright laws or license agreements.

Sending or intentionally accessing sexually explicit websites, messages, cartoons or jokes or any other image that might be construed as harassment, disparagement or libel, in violation of the District's Discrimination and/or Harassment policy.

Sending District proprietary or confidential materials to anyone not entitled to know or possess them.

Profit-making activities that accrue to the employee including but not limited to, operation of a business not related to the District, engaging in commercial activities or transactions, or product or service advertising.

Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.)

Port scanning or security scanning is expressly prohibited except when performed by Technology Services as part of carrying out their responsibilities to manage and secure the District's network and information systems.

Executing any form of network monitoring which will intercept data not intended for the user's host, unless this activity is part of the user's normal job/duty.

Circumventing user authentication or security of any host, network or account.

Interfering with or denying service to any user or System using malicious tools (for example, denial of service attack).

Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the internet.

The District reserves the right to implement and/or use web filtering software and to filter and block websites identified by the software as inappropriate and/or non-business related. To the extent a user may require access to a blocked site to perform their duties, the user is required to contact the Technology Service HelpDesk to request access.

Internet Software Applications Use

Due to technological advances, the Internet is able to provide the use of web-based software applications to perform certain tasks. While some of these applications may appear harmless, they may

cause vulnerabilities, or may slow the transmission of data through our network and interfere with other enterprise-wide applications which are performing a critical function for the District. The following applications or similar applications should not be used / acquired via the Internet without the express, written consent of Technology Services:

Remote Access Tools (TeamViewer, remotePC, Logmein, GoToAssist)

Internet Chat or Messenger Applications

FTP/SFTP, Newsgroups, or News Forums

Internet Anonymizing/Proxy services to anonymize internet traffic (i.e. webanonymizer, Tor Browser, Privoxy)

Streaming Music Applications (including but not limited to Pandora, Spotify, iHeart Radio, radio stations, etc.)

Streaming Video Applications (including but not limited to YouTube, Netflix, Vimeo, Watch ESPN, etc.)

Social Networking Sites (including but not limited to Facebook, Instagram, Twitter, Vine, etc.)

Any software found on District workstations that was not previously authorized for installation, and that may or may not be affecting the performance of the workstation, may be removed by Technology Services personnel with notice to the Department Manager.

Other Considerations for Appropriate Internet Use

Conservation of Network and System Resources: Internet traffic affects the District's network computer infrastructure by using network bandwidth, storage and computer resources. Conserve these resources and protect system response time.

Violating the Policies of Remote Sites: Internet services allow users to gain direct access to computers located at remote sites. District users violating posted remote site usage policies expose the District to potential liability. Internet users must honor posted remote site security and usage policies.

Security

The Internet is a WorldWide public information sharing forum and often contains malicious software and scripts. Often the information is not fully secure and can compromise your system and data. Therefore, all employees must adhere to these guidelines to help reduce the risk of an attack.

Users should never release passwords to the District computer network, nor should they allow non-District employee access to the Internet via District devices.

Employees should immediately report any network security vulnerabilities to Technology Services.

Any attempt to gain unauthorized access to or from the District network via the Internet or LAN (local area network), by circumventing current security measures or exploiting vulnerabilities is strictly prohibited.

Technology Services will take any measure it deems necessary to secure the District from intrusion of unauthorized users attempting to gain access into our network. This includes, but is not limited to, monitoring Internet activity and use from any connected systems, revocation of individual user Internet privileges, and / or imposing restrictions to specific Internet resources and sites.

History	Date
IAFF	4/17/2018
Fire Station and Work Site Posting	5/21/2018
Board of Supervisor	5/23/2018
Effective Date	6/11/2018

Internet Use with Employee Personal Device

The District permits employees to access the internet using personal devices. Employee personal device access is provided separate and apart from access with District owned/issued devices and/or guest access. Employees are permitted to use District resources to connect their personal devices to the internet through the District's "Employee Wi-Fi" connection. The Employee Wi-Fi can only be accessed upon agreement and acknowledgement of the District's Employee Wi-Fi terms and conditions.

History	Date
IAFF	4/17/2018
Fire Station and Work Site Posting	5/21/2018
Board of Supervisor	5/23/2018
Effective Date	6/11/2018

INTERPERSONAL RELATIONSHIPS AT WORK

1. POLICY

Reedy Creek Improvement District does not permit close interpersonal relationships at work that have the potential of adversely impacting the business of the District, that may cause a conflict of interest or adversely affect job performance. Therefore, the District may take appropriate action to avoid working or reporting relationships, which may, in the District's opinion, pose a conflict of interest or create unacceptable work situations.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA) which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration and individual departments will be responsible for the administration of this policy.
- 3.2. "Relative" is defined to include spouse, child, grandchild, parent, grandparent, sibling, half brother, half sister, uncle, aunt, niece, nephew, first cousin, the spouse of any person in the foregoing categories, and the step- or in-law relations in any of these categories. These relationships shall include those arising from adoption.
- 3.3. Nepotism. This policy may be applied to situations in which the District believes the employment of an individual who has a close relationship with a District employee or official could create an actual or reasonably foreseeable conflict of interest, even if the persons are not "relatives" as defined herein. The decision as to whether an actual or reasonably foreseeable conflict of interest could exist shall be made solely by the District.
 - 3.3.1. Applicants. Applicants for employment with the District will not be hired into any position in which:
 - 3.3.1.1. a relative would be the immediate supervisor of the individual or in the individual's supervisory chain of command (even if not the immediate supervisor);
 - 3.3.1.2. they would supervise or be in the supervisory chain of command over a relative (even if not the immediate supervisor);

- 3.3.1.3. a relative works in the same department in which the applicant is to be employed;
 - 3.3.1.4. a close relationship with another District employee or official could create an actual or foreseeable conflict of interest.
 - 3.3.2. Employees. Employees will not be transferred or promoted into any position in which:
 - 3.3.2.1. a relative would be the immediate supervisor of the individual or in the individual's supervisory chain of command (even if not the immediate supervisor);
 - 3.3.2.2. the employee would supervise or be in the supervisory chain of command over a relative (even if not the immediate supervisor);
 - 3.3.2.3. a relative works in the same department in which the employee is to be transferred or promoted;
 - 3.3.2.4. a close relationship with another District employee or official could create an actual or reasonably foreseeable conflict of interest.
 - 3.3.3. Employees who become related subsequent to employment. The limitations on employment of relatives specified in this policy shall apply to the continued employment of persons who become relatives subsequent to their employment by the District, or who develop a close relationship during employment. If an appropriate transfer cannot be arranged, the less senior employee will be terminated.
- 3.4. Fraternalization. In order to promote the efficient operation of the District's operations and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, and morale, and possible claims of sexual harassment, employees are forbidden to date or to pursue, establish, or maintain romantic or sexual relationships with other employees whom they supervise or by whom they are supervised, directly or indirectly.
 - 3.4.1. Additionally, all employees, both managerial and non-managerial, are prohibited from dating or from pursuing, establishing, or maintaining romantic or sexual relations with other employees when such conduct may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, employee relations, safety, security, or morale.
 - 3.4.2. The decision as to whether the relationship may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, employee relations, safety, security, or morale, shall be made solely by the District.
 - 3.4.3. Any employee who is dating or who is pursuing, establishing, or maintaining a romantic or sexual relationship with another employee must immediately and fully disclose such circumstance to the District's Manager of Personnel Services, so that a determination can be made by the District as to whether the relationship violates this policy.

JOB DESCRIPTION AND EVALUATION

1. POLICY

Reedy Creek Improvement District evaluates salaried and hourly positions and prepares job descriptions using a consistent, uniform process.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1. Personnel Services will request relevant information from management to assist in the job evaluation process and for creating job descriptions. Job descriptions which outline the duties, responsibilities, and required qualifications for the position are initially prepared by department management.

3.1.1. Department drafts should be forwarded through the chain-of-command to Personnel Services for review.

3.1.2. Upon completion of the review and evaluation process, job descriptions will be submitted to the Deputy District Administrator for final approval.

3.2. Job descriptions should be periodically reviewed at the department level to ensure accuracy.

3.2.1. Prior to submitting a requisition to fill any vacant position, the requesting department must review the applicable job description for accuracy, revising the document as necessary, and submitting it for review and approval prior to Personnel Services posting the position. In these cases, special attention should be paid to minimum qualifications, duties and responsibilities of the position.

3.3. Employees who feel that their job description is inaccurate should discuss the matter with their immediate supervisor and chain-of-command.

3.4. Personnel Services will be responsible for maintaining official copies of all District job descriptions.

JOB POSTING, TRANSFERS, AND PROMOTIONS

1. POLICY

It is the philosophy of the Reedy Creek Improvement District to encourage self-development and advancement opportunities for all employees. To facilitate this philosophy, all qualified eligible employees will be provided equal opportunity to request consideration for transfer without regard to race, sex, color, religion, national origin, ancestry, age, medical condition, marital status, disability, or veteran status..

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Personnel Services and District Administration will administer this policy.
- 3.2. When a position becomes vacant, management personnel are encouraged to give first consideration to other qualified incumbent employees working within the same job classification within the department/unit. Reclassification, for the purpose of this section, is defined as changing the content of positions (such as combining position responsibilities) and does not include simply moving someone from one position to another.
- 3.3. Reclassifications involving incumbent employees that do not result in changing a department's full-time equivalent (FTE) level are not subject to job posting requirements.
- 3.4. All approved, vacant positions not filled by reclassification must be posted within the District for ten-work days (defined as Monday through Friday) prior to extending any offers of employment to outside candidates.
- 3.5. Personnel Services will post all approved vacant positions.
 - 3.5.1. Position information to be posted will include:
 - Department
 - Job Classification
 - Full Time or Part Time
 - Shift
 - Job Grade
 - Minimum Qualifications

3.6. Job Transfers Or Promotions

- 3.6.1. To be eligible for transfer or promotion, employees must have completed their probationary periods. Employees may only request consideration for positions that are posted.
 - 3.6.2. Transfers or promotions may be made prior to completion of the probationary period at the discretion of the District.
 - 3.6.3. Employees interested in being considered for posted positions must complete an Employee Job Opportunity Request Form and submit the form through their chain of command to Personnel Services.
 - 3.6.4. After ensuring that the requesting employee meets minimum qualifications of the open position, Personnel Services will notify the prospective supervisor.
 - 3.6.5. Employees who meet minimum qualifications will have the Job Opportunity Request Form and personnel file reviewed by the prospective supervisor.
 - 3.6.6. After reviewing the employee file, the supervisor, in conjunction with the Personnel Services Department, will determine whether or not further consideration is warranted.
 - 3.6.7. All job opportunity requests received within the protected 10-day posting period must be fully considered and interviews conducted if the applicant (1) meets both the minimum and preferred position qualifications, and (2) the employee does not have documented performance or attendance problems.
 - 3.6.8. If an interview is appropriate, the Personnel Services staff will coordinate arrangements. If further consideration is deemed inappropriate, the Personnel Services staff will notify the employee.
 - 3.6.9. Supervisors must notify the Personnel Services of their decision to fill the position by transfer or promotion. Personnel Services will discuss all aspects of the transfer/promotion and any changes in the employee's status with the supervisor and the employee.
- 3.7. Personnel Services will extend all offers to employees. Personnel Requisition/Position Change Form to fill the vacated position should be submitted by department managers as appropriate.
 - 3.8. Normally, status changes will become effective within two (2) weeks of notice of selection or at the beginning of a pay period when a rate change is involved.
 - 3.8.1. In certain situations where a status change within two (2) weeks will greatly disrupt the services provided by a department, a later date may be arranged.
 - 3.9. The District will select the most qualified applicant available when filling a position.

3.9.1. Normally when qualifications are equal, absent performance issues, an internal job opportunity request will be given consideration over an outside candidate.

3.9.2. Key factors used to assess internal applicants will include:

- Work experience
- Education preparation
- Performance record
- Attendance/punctuality
- Job comprehension
- Overall service time at the District

JURY DUTY

1. POLICY

Reedy Creek Improvement District will provide compensation to eligible employees called to jury duty to ensure that individuals fulfilling their civic responsibility suffer no loss.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy.
- 3.2. All full-time employees are eligible for jury duty pay providing they have properly notified supervision about their jury summons.
- 3.3. The District will pay employees their base pay while serving on jury duty. Deductions of jury duty fees will not be made unless service on the jury exceeds one (1) week.
 - 3.3.1. For hourly and salaried non-exempt employees, hours paid for jury service will be counted for the purposes of computing overtime.
- 3.4. If employees are released from jury duty and four (4) or more hours remain in the scheduled work shift, they are required to return to work that day.
- 3.5. If the employee's absence would result in a serious hardship to the District, the supervisor may contact the department manager who can arrange to petition the respective court to request a postponement and rescheduling of the summoned employee to another time.
- 3.6. Whenever possible, employees summoned for jury duty should be rescheduled to a Monday through Friday, 8 a.m. to 5 p.m. shift, with Saturday and Sunday off, for the duration of the jury service. Employees should be given alternative work shifts in the event the employee is excused from jury service on a particular day.
- 3.7. The District believes that participation in the jury system is of vital importance to our system of government and it will not retaliate or otherwise take any adverse action against an employee for their participation in the jury system.

LAYOFF AND RECALL

1. POLICY

Reedy Creek Improvement District will layoff and recall full-time employees according to operational needs and requirements. Decisions as to retention, layoff, and/or recall will be made by the District using a number of criteria including job classifications needed, employee qualifications to perform available work, and a comparative assessment of employment criteria.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy.
- 3.2. All full-time employees who are laid off shall, whenever possible, be given one (1) week advance notice of such layoff.
- 3.3. Layoffs that do not last more than twelve (12) months will not break continuous service. Individuals recalled will maintain their continuous service date for purposes of District benefits.
- 3.4. District Administration will maintain continuous service lists for purposes of recall.
 - 3.4.1. The principles of continuous service will be observed when all other factors are equal.
- 3.5. Full-time employees eligible for basic group insurance benefits may elect to continue medical and dental coverage by paying the full cost of the coverage for up to eighteen (18) months (i.e. "COBRA").

LEAVE OF ABSENCE

1. POLICY

Reedy Creek Improvement District may grant a leave of absence for compelling family, medical, personal, or military reasons consistent with all applicable state and federal regulations.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. If an employee expects to be absent for more than seven (7) calendar days, a Leave Request form must be submitted at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable; an expected birth or planned medical treatment, for example. If an employee's leave request is unexpected and leave must begin within thirty (30) days, the employee must give notice to the immediate supervisor as soon as possible.
- 3.2. Continuous service will accrue during a paid leave for the purpose of vacation eligibility, sick leave, and other time-based benefits or entitlements.
 - 3.2.1. Paid leave is defined as a leave in which all or part of the employee's pay is derived from the employee's own available sick and/or vacation time.
 - 3.2.2. An unpaid leave of absence generally is not considered time worked for the purposes of determining longevity, continuous service, or any other time-based benefit or entitlement. This may include creditable service for retirement.
- 3.3. Unpaid leave is not granted until all applicable paid time off options have been depleted. For example, if a leave is requested for the employee's own serious health condition, the employee must use all available sick time and vacation time.
- 3.4. All District benefits that accrue based on time worked (e.g. vacation) continue to accrue only during paid leave. Benefits accruing on the basis of hours worked accrue only with respect to that portion of pay represented by paid leave banks. Third party pay (Disability / Workers' Compensation) is excluded from the accrual calculation.

- 3.5. During any leave of absence, employees will not be eligible for the payment of certain employee benefits, e.g., holiday, bereavement or jury duty pay.
- 3.6. The District reserves the right to determine the applicable continuance of insurance coverage and the corresponding premiums (or premium contributions) based on the employee's leave classification and duration.
 - 3.6.1. In certain circumstances, at the District's sole discretion, the District may pay employee-required premiums (or premium contributions) during the leave and deduct the costs from the employee's future pay. Such deductions from pay will be consistent with the maximum deductions allowed under state and federal garnishment laws.
- 3.7. An employee who is on an approved or authorized leave for any reason may not work at another job, including self-employment or as an independent contractor, while on leave.
 - 3.7.1. Employees may not accept employment elsewhere while on a leave of absence.
 - 3.7.2. This policy also applies when the employee held the other job prior to taking leave.
- 3.8. Any misrepresentation made to obtain or continue a leave is grounds for immediate termination.
- 3.9. Employees that do not return from leaves of absence will be treated as voluntarily terminating employment.
- 3.10. Employees on leave(s) for more than one (1) year will be administratively terminated.

4. FAMILY AND MEDICAL LEAVE ("FMLA")

- 4.1. It is the policy of the District to provide family care leave and personal medical leave to employees in accordance with and under the terms of the federal Family and Medical Leave Act of 1993.
 - 4.1.1. Employees who are eligible for family or medical leave under this policy include only those employees: 1) who have worked for the District for at least twelve (12) months; and 2) who have worked at least 1,250 hours during the twelve (12) months before the leave is requested.
 - 4.1.2. An eligible employee is entitled to take up to twelve (12) weeks of FMLA leave in any twelve (12) month period. The twelve (12) month period shall be a 'rolling' period measured backward from the date an employee utilizes any FMLA leave. Entitlement to leave for the birth of a child or placement of a child with an employee for adoption or foster care will expire twelve (12) months from the date of birth or placement.
 - 4.1.3. A leave of absence provided by a District Policy or taken for other authorized reasons that would also qualify as FMLA leave will run concurrently with the FMLA leave period.

- 4.2. An employee requesting family or medical leave must complete a “Leave Request Form” (available from and to be returned to Personnel Services). Following receipt of a leave request, the District will notify an employee if the requested leave has been approved or disapproved, and the terms for any approved leave, on an “Employer Response to Employee Request for Family and Medical Leave” form.
 - 4.2.1. The request for leave based on the “serious health condition” of the employee or the employee’s spouse, child or parent must be accompanied by a completed “Certification of Health Care Provider” (available from and to be returned to Personnel Services).
 - 4.2.1.1. The District will require medical certification to be submitted prior to or when an employee’s leave begins or within fifteen (15) days after the leave begins.
 - 4.2.1.2. Re-certification of medical necessity may be required every thirty (30) days.
- 4.3. All employees who meet the applicable eligibility requirements will be granted up to twelve (12) total weeks of leave during the eligibility period for the following reasons:
 - 4.3.1. Birth of the employee’s child and in order to care for that child;
 - 4.3.2. Placement of a child with the employee for adoption or foster care;
 - 4.3.3. Care for a spouse, child or parent who has a serious health condition; or
 - 4.3.4. A serious health condition that renders the employee incapable of performing the functions of his or her job.
- 4.4. If a husband and wife both work for the District, the District will limit the aggregate leave taken by both employees to a total of twelve (12) weeks, if the leave is for the birth or placement of a child or to care for a parent with a serious health condition. If the leave is taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness, then each employee is eligible for twelve (12) weeks of leave.
- 4.5. In the case of serious health conditions, leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees are expected to notify the District about the need for intermittent leave in accordance with the standard notification policy, and to make a reasonable effort to schedule intermittent leave so that the leave does not disrupt the operations of the District. Employees may not take intermittent or reduced leave in case of birth or placement of a child, unless the District agrees.
- 4.6. Paid leave will be applied toward FMLA leave. For example, an employee who requests a twelve (12) week leave, and who is eligible for two (2) weeks of paid vacation, will take two (2) weeks of vacation and ten (10) weeks of unpaid leave in accordance with this policy.

- 4.6.1. Employees who take a qualified family or medical leave will not lose any previously accrued seniority or employment benefits (except for paid leave benefits used in connection with the FMLA leave).
- 4.7. During a family or medical leave, the employee will be retained on the District's group insurance under the same conditions that applied before the leave began. To continue coverage during the leave, the employee must continue to make any normally required contributions. Failure of the employee to pay any required contributions during a leave may result in the loss of coverage.
- 4.8. The District may require an employee taking a family or medical leave to report to the immediate supervisor every thirty (30) days. An employee who requests an extension of family or medical leave must submit the request for an extension in writing, including the reason for the requested extension, and any applicable medical certification.
- 4.9. If an employee fails to return to work after the expiration of the leave, the employee may be required to reimburse the District for the District's costs of group insurance benefits for that employee during his or her leave. Reimbursement will not be required if the employee does not return to work because of a serious health condition or other circumstances beyond the employee's control.
- 4.10. An employee who completes a family or medical leave under the provisions of the FMLA will be returned to the same position held when the leave began or to a position equivalent in pay, benefits and other terms and conditions of employment. The District cannot guarantee that an employee will be returned to his or her exact same former job.
 - 4.10.1. Employees should notify their supervisors of the intent to return to work at the earliest possible time prior to the expiration of the leave. In turn, upon such notification, the supervisor should notify the employee of the employee's next scheduled shift. Employees are expected to return to work on the first scheduled shift following a leave.
- 4.11. Employees returning from a medical leave are required to provide certification from the District's healthcare provider indicating that the employee is able to resume work.
- 4.12. The District will comply with any Federal, state or local law or District labor agreement that provides greater family or medical leave rights.

5. MEDICAL LEAVES OF ABSENCE

- 5.1. In cases where FMLA leave has been exhausted or is not applicable, medical leaves of absence may be requested by regular full-time and part-time employees. The District will determine the maximum amount of leave to be approved and allowed for legitimate medical reasons that have been properly verified.

- 5.2. If the leave request is granted, an employee is required to provide the District with additional physician's statements attesting to the continued disability and inability to work, at least once every thirty (30) days (or more frequently if requested).
 - 5.2.1. The employee may also be required to submit to an examination at any time by a healthcare provider designated by the District .
 - 5.2.2. Before being permitted to return from medical leave, employees are required to submit to an examination by a healthcare provider designated by the District. This examination will assess the employee's physical condition and determine if he or she is capable of returning to work and performing the essential functions of the position.
- 5.3. Reinstatement cannot be guaranteed to employees returning from medical leave. The District endeavors to place employees returning from leave in their former positions or in positions comparable in status and pay, subject to budgetary restrictions, the District's need to fill vacancies, and the ability of the District to find qualified temporary replacements.

6. PERSONAL LEAVES OF ABSENCE

- 6.1. Unpaid personal leaves of absence for a period of no more than thirty (30) days may be requested by regular full-time and part-time employees who have completed three (3) months of continuous service.
- 6.2. The employee must request personal leaves in writing at least two (2) weeks before the time such leave is to begin. If the personal leave request is necessitated by an emergency, the employee or a member of the employee's immediate family must notify the immediate supervisor or the manager of the department as soon as possible; this should be followed up with a written explanation of the nature of the leave and the expected length of the absence. In such emergency situations, the written explanation must normally be submitted within three (3) calendar days of the beginning of leave.
- 6.3. Personal leave may be granted for justifiable reasons at the District's sole discretion, provided the leave will not seriously disrupt the District's operations.
- 6.4. Reinstatement cannot be guaranteed to employees returning from personal leave. However, the District endeavors to place employees returning from personal leave in their former positions if still available or in open positions comparable in status and pay, subject to budgetary restrictions, the District's need to fill vacancies and the ability of the District to find qualified temporary replacements.

7. MILITARY LEAVES OF ABSENCE

- 7.1. It is the policy of the District to provide Military Leave to employees consistent with state and federal requirements.
- 7.2. If an employee is called to active military duty or to Reserve or National Guard training, or if the employee volunteers for such duty, he or she should notify the immediate supervisor and submit copies of the military orders as soon as is practicable.
 - 7.2.1. Employees must provide the District with appropriate documentation of the need for Military Leave in order to receive authorization for time off and/or pay for Military Leave.
- 7.3. The employee will be granted a military leave of absence with pay for a maximum of seventeen (17) days per year, and without pay thereafter for the balance of military service, in accordance with applicable federal and state laws.
 - 7.3.1. Leaves of absence without loss of pay shall be provided to any employee who is a member of the Florida National Guard and who is engaged in acts of state duty. However, a leave of absence without loss of pay, granted under this provision, may not exceed thirty (30) days at any one time.
 - 7.3.2. With respect to any employee whose working day consists of a shift measured in hours, each such twelve (12) hour shift or less shall equal one (1) working day leave of absence. All other shifts over twelve (12) hours and up to twenty-four (24) hours shall equal two (2) working days leave of absence.
- 7.4. The employee's eligibility for benefits during Military Leave is determined in accordance with applicable federal and state laws.
- 7.5. The employee's eligibility for reinstatement after Military Leave is determined in accordance with applicable federal and state laws.

8. EXCEPTIONS

Any exception from this policy must be approved in advance by District Administration.

LUNCH PERIOD

1. POLICY

Reedy Creek Improvement District will provide each employee who is scheduled to work more than six (6) hours in a single workday at least a minimum of one-half (1/2) hour unpaid lunch period.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Supervision will be responsible for scheduling and controlling each employee's lunch period.
- 3.2. Food should be consumed in designated break areas.
 - 3.2.1. Employees should eat their lunch in designated break areas.
 - 3.2.2. Eating at desks and in work areas can create sanitation and safety problems and is strongly discouraged.
- 3.3. Failure to return from lunch in a timely manner or unauthorized extensions of lunch periods will be addressed under the District's Attendance/Tardiness Policy.
- 3.4. Lunch periods may not be used in conjunction with employees' starting or quitting times to modify work schedules.

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

1. POLICY

Reedy Creek Improvement District encourages participation in selected professional organizations. The District will reimburse employees the participating costs for approved membership and directly associated expenses.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. All applications for membership in professional organizations must have the District Administrator's or Deputy District Administrator's approval before the District makes any payment.
- 3.2. If the District maintains membership in any professional organization, no reimbursement will be made for an employee's own separate membership.

OVERTIME PAY

1. POLICY

Reedy Creek Improvement District pays all non-exempt employees overtime pay (time and one half of an employee's regular rate of pay) for all hours worked over forty (40) in a single workweek as required by the Fair Labor Standards Act (FLSA).

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1. District Administration will be responsible for administration of this policy.

3.2. General Provisions

3.2.1. Payroll Week - A payroll week is a period of seven (7) days starting at 8 a.m. on each Sunday and ending at 8 a.m. on the same day in the following week.

3.2.2. Workweek - The workweek shall consist of a seven (7) day period starting at 8 a.m. on each Sunday and ending at 8 a.m. on the same day in the following week. This shall constitute the normal regularly scheduled workweek but is not a guaranteed workweek.

3.2.3. Payroll Day - A payroll day is a period of twenty-four (24) hours starting at 8:00 a.m. and ending at 8:00 a.m. the following day.

3.2.4. Workday - A regularly scheduled workday shall consist of four (4) or more hours.

3.2.5. Days Off -Subject to operational requirements or emergency conditions, an employee will be assigned two (2) consecutive days off in a workweek.

3.3. Classifications Of Employment. For purposes of salary administration and eligibility for overtime payments and employee benefits, the District classifies its employees as follows:

- 3.3.1. Full-time regular employees. Employees who work a scheduled workweek of thirty-five (35) hours, or more, on a regular, recurring, and continuing basis. Such employees may be “exempt” or “nonexempt” as defined below.
- 3.3.2. Part-time regular employees. Employees who work a scheduled workweek that is fewer than thirty-five (35) hours per week on a regular basis. Such employees may be “exempt” or “nonexempt” as defined below.
- 3.3.3. Temporary employees. Employees engaged to work full time or part time on the District's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. A temporary employee may be offered and may accept a new temporary assignment with the District and thus still retain temporary status. Such employees may be “exempt” or “nonexempt” as defined below. Employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the District.
- 3.3.4. Leased workers. Workers assigned to work for the District through a lease or a contract with another organization. Leased workers are similar to contract temporary workers assigned to work for the District through temporary employment agencies. Leased workers differ from contract temporaries, however, in that leased workers are normally engaged for extended periods of time as opposed to the brief periods for which temporary agency workers are engaged. Leased workers may be “exempt” or “nonexempt” as defined below. Leased workers are employees of the leasing organization and not of the District.
- 3.3.5. Nonexempt employees. Employees who are required to be paid overtime pay at the rate of time and one half (i.e., one and one-half times) an employee's regular rate of pay for all hours worked in excess of forty (40) in a workweek.
- 3.3.6. Exempt employees. Employees who are not required to be paid overtime pay for all hours worked in excess of forty (40) in a workweek. Executives, professional employees, and certain employees in administrative positions are typically exempt.
- 3.3.7. Employees will be informed of their initial employment classification and of their status as an exempt or nonexempt employee during their orientation session. If employees change positions during their employment as a result of a promotion, transfer, or otherwise, employees will be informed by Personnel Services of any change in their pay status.
- 3.3.8. Questions regarding employment classification or exemption status should be directed to Personnel Services.

3.4. Recording Work Hours

3.4.1. It is the policy of the District to comply with applicable laws that require records to be maintained of the hours worked by its employees. All non-exempt employees are required to record their starting and stopping times at the beginning and end of their work shifts, as well as at the beginning and end of their lunch periods.

3.4.2. To ensure that accurate records are kept for the hours employees actually work (including overtime hours where applicable) and that records are maintained for the accrued leave time employees have taken, and to ensure that employees are paid in a timely manner, employees will be required to record personally all time worked and any absences on Reedy Creek Improvement District's official time record form.

3.4.3. This form should be completed by the employee, signed, and forwarded to the supervisor on a weekly basis.

3.4.3.1. After reviewing the form and resolving any discrepancies, the supervisor will sign the form and forward it to Payroll for processing.

3.4.4. Employees must ensure that actual hours worked and leave time taken are recorded accurately.

3.4.4.1. Falsifying a time record is a breach of District policy and is grounds for disciplinary action, up to and including termination of employment.

3.5. Overtime Pay Procedures. If an employee is classified as a non-exempt employee (see the "Classifications of Employment" section for the definition of non-exempt employee), the employee will receive compensation for all overtime hours worked or credited under this Manual as follows:

3.5.1. Forty (40) hour shift employees will be paid at straight time (i.e., regular hourly rate of pay) for all hours worked between the first and fortieth hours in any given workweek, except as specifically provided below.

3.5.2. Twenty-four (24) hour shift employees shall be paid in accordance with the FLSA and consistent with the specific terms of any applicable Collective Bargaining Agreement (CBA.)

3.5.3. Non-exempt employees will be paid one and one-half times their regular rate of pay for all hours worked beyond the fortieth hour in any given workweek. Except as otherwise specified in this Manual, hours paid for vacation, funeral leave, jury duty, etc. under District policy will be included in "hours worked" for purposes of computing and paying overtime.

3.5.3.1. Employees will be paid according to the applicable Holiday policy for all hours worked on a District-observed holiday.

3.5.3.1.1. Holiday pay hours for hourly non-exempt employees will be used for the purpose of computing overtime

unless the holiday falls on one of the employee's two regularly scheduled days off or when a holiday falls during a vacation period.

3.5.3.1.2. Holiday pay hours for salaried non-exempt employees will not be used for the purpose of computing overtime.

3.5.3.2. Sick leave hours will not count toward accrual of overtime.

3.5.4. Benefits - Overtime hours will not be counted for purposes of accruing hours or credits under any District benefit plan.

3.5.5. Day Off and Shift Change - Overtime payment will not be made in the event of a bona fide day off or shift change. Whenever possible, the employee will be given five (5) days notice of such change. The five- (5) days shall include the day the notice is given.

3.5.6. Distribution of Overtime Work - Overtime work shall be distributed as equitably as is reasonably practical among qualified employees in the area normally engaged in the work involved.

3.5.7. There shall be no pyramiding of overtime. Employees will receive no more than one premium rate for any given hour or period of time actually worked.

3.5.8. Supervisors will attempt to provide employees with reasonable notice when the need for overtime work arises.

3.5.9. Employees will normally receive payment for overtime in the pay period following the period in which such overtime is worked. It is the responsibility of the employee to ensure that the time record form has been properly prepared and that any errors have been reported and corrected by his/her supervisor.

PAY FOR WORK INCURRED INJURY / ILLNESS AND MEDICAL TREATMENT

1. POLICY

Reedy Creek Improvement District will provide all benefits in accordance with the Florida Workers' Compensation Law to those of its employees who incur an occupational illness or accident. This policy is not a comprehensive statement of procedures. Detailed information regarding the District's Managed Care Arrangement (MCA) should be directed to the MCA Employee Handbook.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Personnel Services, the authorized Third Party Administrator, and the Managed Care Arrangement Administrator will be responsible for administering this policy. Questions regarding Workers' Compensation insurance should be directed to Personnel Services.
- 3.2. Employees who are injured or become ill on the job must immediately report such injury or illness to their supervisors, their chain-of-command, or to Personnel Services. The District requires, as a matter of policy, employees to report accidents when they occur.
- 3.3. The employee will receive normal pay for the balance of the scheduled shift on the day during which the work-incurred injury or illness occurred, or for the time lost because of post-medical treatment required during normally scheduled hours.
 - 3.3.1.1. Pay for the balance of the shift on the day of work-incurred injury or illness will constitute hours to be counted in the computation of overtime for that week. Employees with more than two (2) hours remaining in their shifts should return to work if their attending physicians release them to full duty.
- 3.4. All employees are eligible for payment under this policy.

- 3.5. The District-approved Third Party Administrator (TPA), in conjunction with Personnel Services, will investigate each industrial illness or injury to the extent it deems appropriate to determine that it is compensable under the Workers' Compensation Law; if the injury is not compensable, the TPA will advise the employee.
 - 3.5.1. An employee entitled to workers' compensation benefits will be covered for all medical expenses approved by the District, TPA, or the authorized Managed Care Arrangement Administrator.
 - 3.5.2. An employee whose injury or illness is determined not to be work-related shall be responsible for applicable medical costs, notwithstanding that a claim for benefits may be filed with the employee's health insurance provider.
- 3.6. Employees who fail to notify the District immediately of a work-related incident may experience a delay or a denial of benefits, and may also be subject to disciplinary action (*see Safety and Accident Prevention Policy*).
- 3.7. When follow-up medical treatment is required, attempts should be made to have this medical treatment scheduled prior to or after the employee's shift. If this is not possible, payment will be made to make up the remainder of the shift.
- 3.8. In accordance with Florida Statutes, cash benefits may be lowered by 25% if an injury occurred when an employee was not following safety rules or using provided safety equipment.

PAYROLL

1. POLICY

Reedy Creek Improvement District will designate and maintain a standard pay period in order to compensate employees.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Paychecks are distributed by Payroll through the employee's respective department.
- 3.2. Paychecks will normally be distributed on the Thursday following the end of each pay period.
- 3.3. If a payday falls on an employee's regularly scheduled day off or a paid holiday, the employee's paycheck will be made available on the next regularly scheduled workday.

PAYROLL DEDUCTIONS

1. POLICY

Reedy Creek Improvement District will, upon receipt of proper authorization, make automatic deductions from an individual's paycheck for approved contributions and savings plans.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1. Payroll will be responsible for the administration of this policy.

3.2. Deductions. Listed below are examples of involuntary and voluntary deductions:

3.2.1. Involuntary:

- Federal Withholding Tax (Income Tax)
- FICA (Social Security)

3.2.2. Voluntary:

- United Way Fund
- Savings Bonds
- Deferred Compensation
- Union Dues
- Direct Deposit
- Voluntary Insurance

3.3. An employee may stop any voluntary deductions from the respective plan (consistent with all other governing regulatory requirements) with proper written notification to Payroll or, in certain cases, to the department responsible for the administration of the program.

PENSION

1. POLICY

All qualified Reedy Creek Improvement District employees are eligible to participate in the Florida Retirement System.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1. Reedy Creek Improvement District is an employing agency of the Florida Retirement System. Its role is that of a reporting unit to the System.

3.1.1. Administration of the Pension Plan is the responsibility of the Florida Retirement System

3.2. Employees working in full-time or part-time regularly established positions that will last beyond six (6) consecutive months are eligible to participate in the Florida Retirement System consistent with all other State imposed eligibility requirements.

3.3. See published material from the Florida Retirement System for details on the retirement program.

PERFORMANCE PLANS

1. POLICY

Reedy Creek Improvement District has established methods to follow when the normal performance review process is not successful in yielding acceptable performance by employees.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1. Unacceptable performance usually falls into three categories:

- True performance problems or deficiencies
- Unacceptable behavior or conduct problems, and/or
- Attendance problems.

3.2. Both conduct and attendance problems should normally be addressed through the District Practices on Disciplinary Action and/or Attendance/Tardiness. Under normal circumstances, only rehabilitative performance problems should be addressed by using the following method.

3.3. Identifying and Documenting the Problem

3.3.1. Based upon the supervisor's personal observations, notes, applicable records, and/or any other appropriate material, the supervisor should assess the employee's overall performance and identify specific areas where the employee is deficient and needs improvement.

3.3.2. This information should be fully documented by the supervisor, if possible, prior to taking any action or discussing anything with the employee.

3.3.2.1. Deficiencies should be specific, cite examples of substandard work or performance, and be as detailed as possible.

3.3.3. After identifying and documenting all specific problem areas, the supervisor should discuss specific concerns with the employee.

- 3.3.4. The supervisor should listen to any explanation or mitigating circumstances the employee offers which are related to the supervisor's observations or concerns.
- 3.3.5. In discussions with employees, supervisors should use constructive criticisms and specific examples of areas needing improvement.
 - 3.3.5.1. Discussions must be honest and accurate in order to produce the desired results, but must also be sensitive to the employee.
 - 3.3.5.2. Deficiencies should be put in terms that adequately explain the problem but still allow the employee to maintain a feeling of dignity and respect. Comments should deal with specific work or task behaviors without criticizing the employee as an individual.
 - 3.3.5.3. The supervisor should also avoid subjective assessments and use only observable behaviors or measurable results. Criticism viewed as a personal attack will likely receive a negative reaction from the employee and will not result in the desired change in behavior.
- 3.4. Developing a Performance Plan
 - 3.4.1. The supervisor should first identify specific areas that need improvement after discussing them with the employee. The supervisor should attempt to actively involve the employee and reach agreements as to necessary changes and goals for improvement when possible.
 - 3.4.2. The supervisor should document the specifics of what is expected of the employee in order to bring performance in the identified areas to a minimally acceptable level.
 - 3.4.3. The supervisor should then outline and document specific expectations, methods of measurement to be used, and any other applicable objectives to be accomplished by the employee during each re-evaluation period.
- 3.5. Identify the Periods for Review
 - 3.5.1. The supervisor must specify the period or periods for discussion and review of the employee's performance. Once established, it is extremely important that the supervisor ensure the timelines are followed and scheduled meetings are held in a timely manner.
 - 3.5.2. Review periods should be long enough for the employee to gain and demonstrate job knowledge but also frequent enough to accurately assess the employee's progress.
 - 3.5.2.1. Normally, periods of thirty (30) to ninety (90) days are used for reassessment.
 - 3.5.2.2. In some cases, supervisors find it advisable to have weekly conferences with the employee to discuss progress throughout each assessment period.
- 3.6. Steps the Supervisor Will Take to Assist the Employee Improve Performance to an Acceptable Level

3.6.1. Supervisors should clearly communicate in the written performance plan what actions the supervisor will use to assist the employee to improve performance.

3.6.2. Some typical examples of acceptable developmental assistance include:

3.6.2.1. Private study and/or planned reading during off-work hours with follow-up review with the supervisor;

3.6.2.2. Enrollment in courses at a local college, technical school, or special skills seminar(s); periodic coaching and counseling;

3.6.2.3. The supervisor setting aside time periodically to discuss special technical topics with the employee;

3.6.2.4. Assigning the employee to a “mentor” (or on-the-job trainer) to assist the employee in learning on-the-job skills through working with a more senior, skilled employee.

3.6.2.4.1. The use of “mentors” for specific on-the-job training is highly encouraged where practical. These “mentors” should be the most highly skilled employees, have good communication and training skills, and most importantly, be willing to assist substandard performers improve their skills.

3.7. Identify the Consequences of Failure to Improve Performance

3.7.1. It is important for the supervisor to specify in the written performance plan that failure to make acceptable progress and meet the minimum acceptable standards for performance will be addressed by formal discipline as outlined in RCID Employee Relations Policy Manual.

3.8. Other Requirements

3.8.1. Once the supervisor completes and documents all of the above actions, they should meet with the employee to review the performance plan.

3.8.2. Any questions the employee may have should be responded to by the supervisor to insure the employee fully understands the expectations placed on them as well as the consequences of failure to live up to expectations.

3.8.3. At the conclusion of this meeting, the employee should acknowledge the discussion by signing a copy of the performance plan. A copy of the signed performance plan should be provided to the employee at this time. One copy must also be forwarded to Personnel Services for inclusion in the employee’s personnel file.

PERFORMANCE REVIEWS

1. POLICY

Reedy Creek Improvement District will continue to analyze, appraise, and document the job performance of all District employees.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy.
- 3.2. The performance of all employees will be reviewed at the end of the probationary period and on an annual basis thereafter.
- 3.3. All performance reviews will be approved by the Department Manager or designated representative prior to being given to the employee.
- 3.4. Special Performance Reviews - All employees may be given additional performance reviews at any time outside the annual review cycle. However, these additional performance reviews will not eliminate the need to complete the annual review.
- 3.5. Upon completion of the review process, the original copy of the performance evaluation will be sent to the Personnel Services Department for inclusion in the employee's personnel file.
- 3.6. All performance evaluations should be signed by the employee to acknowledge that they have been provided an opportunity to review and discuss the document.
 - 3.6.1. Should the employee refuse to sign the evaluation, the supervisor must note on the evaluation the time and date the employee reviewed the document, list any witnesses present, and indicate that the employee refused to acknowledge reviewing the document. The appraisal will then be forwarded to the Personnel Services Department.

3.7. All evaluations that are less than fully successful must be accompanied by a completed performance plan that outlines:

- Areas of performance which need improvement;
- Specific expectations;
- Periods for review;
- Assistance to be provided by the District;
- The consequences for failure to improve performance.
(See *Performance Plan Policy*)

PHYSICAL EXAMINATIONS

1. POLICY

Reedy Creek Improvement District may require all prospective employees to complete successfully a post-offer medical examination. Additionally, the District may require any employee to undergo a fitness for duty examination(s) when there is question or concern about the employee's ability to perform one or more essential functions of the job. All medical information will be maintained in compliance with applicable state and federal laws.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1. District Administration will be responsible for the administration of this policy.

3.2. Employment Examinations

3.2.1. All persons who are first hired, rehired or recalled may be required to complete a post-offer, pre-employment physical examination and screenings to determine their health status.

3.2.2. Employees promoted or transferred also may be required to undergo physical examination before being properly re-stated.

3.2.3. Consideration will be given to the individual's physical abilities to perform the essential requirements, with reasonable accommodations, of the applicable position without harm to self or others.

3.2.4. Subject to satisfaction of any other procedures and clearances, the individual will be cleared to work upon successful completion of the physical exam and screenings. Clearance may be delayed or denied if the employee does not otherwise qualify for the position.

3.3. Fitness for Duty Examinations

3.3.1. District employees may be required to undergo a medical examination under any of the following circumstances:

3.3.1.1. When the employee returns to work after illness or injury, with or without restrictions;

3.3.1.2. At any time the employee presents the District with medically directed work restrictions;

3.3.1.3. When warranted by the employee's work performance, attendance or conduct, or based upon relevant observations or indicators:

3.3.1.4. Any time the employee's manager has reason to believe the employee cannot satisfactorily perform the duties of the position as needed or as required.

3.3.1.4.1. If a manager believes that an employee's physical condition is impairing work performance or endangering the safety of the employee or others, the manager, in consultation with the Personnel Services Department and the Deputy District Administrator, may require the employee to undergo a fitness for duty evaluation.

3.3.2. An employee who refuses to submit to a fitness-for-duty exam under this policy will have rejected a material condition for continued employment and may be terminated as a voluntary resignation.

3.3.3. The District's medical treatment facility may refer the employee to other medical professionals at their discretion in order to assess the employee's fitness for duty. District Administration will determine, on a case-by-case basis, the employee's status pending the outcome of the evaluation. When possible, the District will consider the employee's preferences concerning status. However, the final decision in these matters will be at the sole discretion of the District.

3.4. Modified Duty

3.4.1. All employees released by the District's Medical Service Provider (MSP) for modified duty will be assessed by the Personnel Services Department for any available modified duty positions within the District. Such positions vary according to the needs of the District and may not be available at all times. Under no circumstances will the District be obligated to create modified duty positions.

3.4.2. Work Related: when an employee has been placed on modified duty following a work-related injury, he or she will be given first priority to fill any modified duty position for which he or she is qualified by virtue of training, experience, education and work restrictions.

- 3.4.3. Non-Occupational: when an employee has been placed on modified duty following a non-work-related injury, he or she will be assessed for qualification to any modified duty positions not filled by individuals recovering from work-related injuries.
 - 3.4.4. An employee recovering from a non-occupational injury who is working in a modified duty position may be returned to leave status if the position is suitable for an employee returning from a work-related injury and no alternative positions are available.
 - 3.4.5. If the District is unable to accommodate the employee, the employee may not work until he or she is able to perform all necessary and essential functions required for his/her regular position.
- 3.5. Maximum Medical Improvement (MMI)
- 3.5.1. MMI is assessed at the conclusion of an illness or injury. Most employees reach a level of MMI consistent with the essential functions of their jobs and are released for normal duty without permanent work restrictions.
 - 3.5.2. If the MMI determination made by the District's Medical Service Provider (MSP) is disputed, the employee is entitled to a second medical opinion at his or her own expense. The results of that examination must be submitted to the District-designated physician for concurrence. In the event that the two physicians cannot agree, the District and the employee shall select a third physician whose decision shall be binding upon the parties. The District and the employee shall pay the cost of the third physician jointly.
 - 3.5.3. Employees who refuse to return to duty after being cleared by the third physician (as cited above) will be terminated as a voluntary resignation.
 - 3.5.4. Employees released with ongoing restrictions will be addressed on a case-by-case basis.
 - 3.5.5. If the District's Medical Service Provider (MSP) informs an employee that MMI is not sufficient for the employee to perform essential functions of his/her regular position, the Personnel Services Department will assess the employee's restrictions for reasonable accommodation possibilities.
 - 3.5.6. If reasonable accommodations are not feasible, the Personnel Services Department will review vacant positions within the District and determine if the employee meets the minimum qualifications for any vacant position, which the District is actively seeking to fill. Employees placed in alternative positions will be required to obtain medical clearance for the position from the District's designated Medical Service Provider.
 - 3.5.7. If a vacant position cannot be found, the employee will be terminated.

POSITION IDENTIFICATION AND APPROVAL

1. POLICY

Reedy Creek Improvement District has established position identification and approval procedure in order to manage staffing levels effectively.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Personnel Services and District Administration will be responsible for administering this policy.
- 3.2. Personnel Services will maintain by cost center a complete listing of all approved positions within the District.
 - 3.2.1. The position master listing will indicate which positions are vacant and filled, in addition to listing the approved job classification, shift, and full time/part time status, and other pertinent data relative to all positions.
- 3.3. Approval of Existing Position
 - 3.3.1. When an existing position is vacated due to the termination or transfer of an employee, the department manager must complete a Personnel Requisition/Position Change Form in order to seek approval for replacement of the position.
 - 3.3.2. The Personnel Requisition/Position Change Form must be completed in its entirety and forwarded to Personnel Services for processing.
 - 3.3.3. Personnel Services will forward the requisition to the Deputy District Administrator for a determination of the request.

3.4. Modification of an Existing Position

3.4.1. In order to modify an existing position, the department manager must complete a Personnel Requisition/Position Change Form indicating the requested changes and forward the request, along with written justification outlining the rationale for the request and an updated job description, to Personnel Services for processing.

3.4.1.1. The requisition will be forwarded to the Deputy District Administrator for a determination of the request.

3.4.2. In the event the modification involves a request for change in job classification and/or salary grade, a written justification outlining the rationale for the request must also be submitted to Personnel Services.

3.4.3. Personnel Services will review the materials, consult with the appropriate persons, and, based on both internal equity and external factors, a recommendation will be submitted to the Deputy District Administrator for a final determination of the request.

3.4.4. In the event a modification to the position is approved, the department manager must submit a Personnel Action Request (PAR) to alter the status of a particular employee in order to be consistent with the approved status of the position.

3.5. Requesting Approval for a New Position

3.5.1. In order to request approval of a new position, the department manager must complete and submit the following items to Personnel Services for processing:

- Personnel Requisition/Position Change Form
- New Position Questionnaire
- Job Description

3.5.2. Personnel Services, based upon both internal and external market factors, will submit a formal salary grade recommendation to the Deputy District Administrator, who will review the data and make a final determination.

RECORDS INSPECTION / DUPLICATION

1. POLICY

It is the intent of the Reedy Creek Improvement District to permit reasonable access to public information upon request to be inspected, examined, and/or duplicated at any reasonable time under reasonable conditions and under the supervision by the custodian of the public record.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

2.1 The above statements apply for all aspects of this policy except personnel records. As cited in Attorney General Opinion (AGO) 77-48, "*A collective bargaining agreement... may not validly make the personnel records of the public employees confidential or exempt...*"

3. POLICY DETAIL

3.1 It is the responsibility of all supervision and management to assist with the administration of this policy.

3.2 This policy is a summary of the *Florida Public Records Law* and should not be misconstrued as the statute or law itself. In any dispute, precedence will always be given to the *Florida Public Records Law* on issues of uncertainty.

3.3 Inspection and/or Duplication Fee Details

3.3.1 District departments should consult with District Records Management prior to releasing or requiring a fee for the release of any District record to ensure compliance with the *Florida Public Records Law* and this policy.

3.3.2 Inspection and/or Duplication Fee Details

3.3.2.1 A special service charge may be warranted in order to satisfy public record requests that require extensive use of time and District resources.

3.3.2.1.1 The District may apply a special service charge to the requester for inspection and/or duplication and/or retrieval of public non-exempt records when the total time to satisfy the request exceeds 20 minutes.

3.3.2.1.2 After the initial 20 minutes, the special service charge will apply according to the resources (i.e. personnel, equipment) being utilized to satisfy the request.

3.3.2.2 The special service charge includes the initial research for reviewing for exemptions, supervision of inspection, and manipulation/reformatting of information.

3.3.2.3 The District may charge for duplication costs of public non-exempt records when the total duplication cost exceeds \$3.00.

3.4 Inspection of District Records

3.4.1 The District will allow the onsite inspection of any public record, upon request, to satisfy public information requests. District records should not be removed from the working location to any other facility in order to satisfy a public record request, unless authorized by the Records Management office.

3.4.2 Arrangements of time and location for the inspection of records should be coordinated through the Records Management.

3.4.3 The records custodian or the custodian's designee, as assigned by the Department Manager and/or Record Administrator, will be present at all times during the inspection of records to ensure the integrity of the record is maintained.

3.5 Collection of Fees

A deposit of 50% of any applicable fees, as described in this policy, may be collected prior to the inspection and/or duplication of District records and shall be based on an estimate provided to the requestor for requests requiring the extensive use of time and District resources.

3.5.1 After exhausting the initial fee deposit, the estimated remaining time required to complete the request shall be reviewed, and the remaining fee calculated. The requestor may be required to make another deposit of the remaining calculated fees in order for the request to be completed.

3.5.2 If the total amount collected exceeds the total cost of gathering the information requested, then the difference will be refunded to the requestor within 30 days of receipt of the records.

3.5.3 A receipt will be issued to the receiver of the public records when the fees are collected. The receipt will list the date of transaction, amount of transaction, name of recipient, signature of recipient, and a brief description of the records being released.

3.5.4 The District accepts checks and money orders as a payment for collection of fees in accordance with this policy.

3.5.5 Fees collected in accordance with this policy will be forwarded to RCID Finance for deposit.

3.6 Certified Public Records

- 3.6.1 The District will charge a fee to certify a set of documents. Certification of documents is not required by law to satisfy a request for public information. Certification is at the discretion of the District. *Refer to F.S. Chapter 119 for allowable certification charge.*
- 3.6.2 The certification fee shall be applied to a set of documents, regardless of the number of sheets in the set.

RECORDS MANAGEMENT

1. POLICY

Reedy Creek Improvement District (RCID) is subject to the provisions of the *Florida Public Records Law*. RCID will provide for the appropriate storage, retention, and disposition of District records in accordance with state statutes and regulations.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

- 2.1. The above statements apply for all aspects of this policy except personnel records. As cited in Attorney General Opinion (AGO) 77-48, "*A collective bargaining agreement... may not validly make the personnel records of the public employees confidential or exempt...*"

3. POLICY DETAIL

- 3.1. It is the responsibility of all RCID supervisors and managers to assist in the administration of this policy. District departments, in cooperation with District Records Management, are responsible for taking appropriate measures to protect the integrity and accessibility of the records that they generate. Refer to the *Records Management Guidebook* for more information.

3.2. Record Storage

- 3.2.1. Each department should routinely transfer semi-active and inactive records to storage. Doing so will free office space for the storage of active records.

- 3.2.1.1. Approval of a record transfer and the appropriate paperwork must be reviewed and approved by the District Records Management office prior to moving any and all records into storage.

- 3.2.1.2. Departments may not transfer District records to off-site storage facilities that are not District owned or approved without prior authorization from the Records Management office.

3.3. Record Retention Control Schedule

3.3.1. The District will maintain a *Record Retention Control Schedule* for use by all departments in determining the life cycle of a record.

3.3.1.1. The District *Retention Control Schedule* will be reviewed as needed, not to exceed one-year intervals, by the District Records Management office.

3.3.2. The District will use State retention schedules as a minimum retention period for all of its records.

3.3.2.1. Departments have the option of requesting an extension to the minimum retention of any record. Appropriate justification is necessary for a retention extension.

3.3.2.2. Requests will be made in writing for review and approval from the District Records Management office.

3.3.3. Any new or modified District record not represented in under the current *Retention Control Schedule* must be submitted to the District Records Management office for review. Upon approval, the record item will be appended to the District *Retention Control Schedule*.

3.3.3.1. Retention periods for District-specific record items will be established based on the legal, administrative, operational, and historical value of the information contained in the records.

3.4. Record Destruction

3.4.1. Departments should dispose of records on a regular basis. Departments can determine if a record has met its retention by referring to the District *Retention Control Schedule* (see item 3.3 of this policy).

3.4.1.1. Appropriate paperwork must be reviewed and approved by the District Records Management office prior to destroying any District record, including electronic records.

3.4.1.2. Exempt and confidential records must be destroyed in a manner that makes the record unreadable and unrecoverable.

3.4.2. If a record has met its retention but is pending litigation, under investigation, or being researched for exemption status, the record cannot be destroyed until final action is taken.

3.4.3. Unauthorized destruction of District records is strictly prohibited and will result in disciplinary action, up to and including termination.

3.4.4. The District's preferred method of destruction of all District records is via shredding.

3.5. Micrographics & Imaging

3.5.1. All statutes, laws, and retention requirements relating to District records apply equally to District micrographic and digitized records.

3.5.2. Departments that use or are considering using a third party vendor for the micrographic (i.e. microfilm, digital imaging) imaging of their records must first consult with the Records Management office and Information Services to ensure vendor compatibility with existing District technologies and compliance with current policies.

3.5.3. The Records Management office will develop Quality Assurance (QA) procedures for the routine inspection of microfilm and other micrographic media.

3.5.3.1. The inspections will include, but not be limited to, inspection for accessibility, deterioration, and readability of the information stored.

3.5.3.2. The QA procedures will be executed as needed, not to exceed one-year intervals.

3.6. Electronic Records

3.6.1. All statutes, laws, and retention requirements relating to District records apply equally to District electronic records.

3.6.2. The storage medium, including electronic media, where District information is stored is irrelevant when applying the rules of the *Florida Public Records Law*. An electronic record is as much a public record as any other District generated record.

3.6.2.1. E-mail is considered a public record. Refer to the District *Electronic Mail Policy* for more details about the management of District E-mail.

3.6.3. Each department is responsible for taking the appropriate measures to protect the integrity and accessibility of electronic records not stored on District information management systems.

3.7. Vital Records

3.7.1. The Records Management office will develop and maintain a Vital Records Protection Program to safeguard information that is critical for the continued operation of District business.

RECORDS MANAGEMENT – RELEASE OF INFORMATION

1. POLICY

Reedy Creek Improvement District will provide reasonable access of public information upon request, within the scope and limitations of Florida Statutes, Chapter 119. The District will take the appropriate measures to protect from the unauthorized release of confidential and/or exempt information.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superceded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superceded by law.

- 2.1. The above statements apply for all aspects of this policy except personnel records. As cited in Attorney General Opinion (AGO) 77-48, “*A collective bargaining agreement... may not validly make the personnel records of the public employees confidential or exempt...*”

3. POLICY DETAIL

- 3.1. It is the responsibility of all supervision and management to assist with the administration of this policy. District departments, in cooperation with the District Records Management office, are responsible for taking appropriate measures to protect the integrity and accessibility of the records that they generate.
- 3.2. Release of Information
 - 3.2.1. The District will follow the guidelines as set forth in the *Florida Public Records Law* when releasing information in response to a public record request.
 - 3.2.2. The District will permit the inspection and/or duplication of public information upon request and within the limits of the *Florida Public Records Law*.
- 3.3. Exemptions and/or Confidentiality
 - 3.3.1. All public record requests shall be examined closely in order to determine if any exemptions may apply to the requested record(s).

3.3.1.1. Due to the complexity of the *Florida Public Records Law*, the District Records Management office is to be consulted prior to releasing any information as a result of any public record request.

3.3.2. All departments should take appropriate measures to protect against the unauthorized release of exempt and/or confidential information in accordance with the *Florida Public Records Law*.

3.4. Medical Records

3.4.1. The release of confidential medical information in conjunction with a public record request requires a signed authorization form, photo identification, and/or notarized letter to ensure the record's privacy.

3.4.2. Faxing of confidential and/or exempt information is prohibited unless given the approval of the District's Records Management office, a District Director or a District Manager.

3.4.3. The District may charge for examination and/or duplication of District records. Refer to the District's *Public Records Inspection / Duplication Fee Policy* for details.

3.4.4. Unauthorized release or misuse of medical records information is strictly prohibited and will result in disciplinary action, up to and including termination.

RECRUITMENT AND EMPLOYMENT

1. POLICY

In order to provide quality customer service, it is the policy of the Reedy Creek Improvement District to recruit and employ qualified individuals who meet the job requirements for the positions without regard to age, sex, race, religion, national origin, physical handicap, or marital status. Employment contracts are not provided to any employee and employment is considered terminable at will by the District.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Personnel Services and District Administration will be responsible for the administration of this policy.
- 3.2. Upon receipt of a completed and approved personnel requisition, Personnel Services will begin the recruitment process. (*See policy on Personnel / Employment Requisitions*).
 - 3.2.1. Personnel Services will meet with the appropriate manager to discuss a recruitment strategy.
 - 3.2.2. If it is determined that an agency recruitment approach is most feasible, Personnel Services will meet with the Deputy District Administrator to discuss the circumstances and obtain authorization for use of a recruitment agency.
 - 3.2.2.1. Any recruitment agency contact must be coordinated by Personnel Services.
 - 3.2.3. All recruitment advertisements must be placed by Personnel Services.
- 3.3. The following information must be obtained/determined, as appropriate, by Personnel Services in conjunction with the Deputy District Administrator or designee for each position:

- Current job description.
- Current salary range and anticipated starting rate of pay for the position.
- Procedure for presentation of resumes to involved parties.
- Procedure for preliminary screening of resumes/applications by Personnel Services.
- Parties to be involved in the interviewing process of job candidates.

3.4. Interview and Selection Process

- 3.4.1. As applications, resumes and transfer requests are received, Personnel Services will review them with the appropriate manager.
- 3.4.2. A decision regarding the viability of each particular candidate will be made in a timely manner.
 - 3.4.2.1. Personnel Services will coordinate communication of all information to candidates with regard to their candidacies for a position.
- 3.4.3. Viable candidates that are not from the immediate vicinity will have preliminary telephone interviews conducted by Personnel Services and the appropriate manager prior to arranging any on-site interviews.
 - 3.4.3.1. Should it be determined that an on-site interview of a candidate is appropriate, Personnel Services will coordinate all travel and lodging accommodations for the candidate, if appropriate.
 - 3.4.3.2. Travel and lodging expenses require advance approval by the Deputy District Administrator and will be charged to Personnel Services recruitment budget.
- 3.4.4. Candidates living in the immediate vicinity will have a preliminary screening interview conducted by Personnel Services prior to interviewing with District management.
- 3.4.5. Interview Assessment Forms will be completed by each interviewer and returned to Personnel Services in a timely manner.
- 3.4.6. When a manager selects a candidate, he /she will inform Personnel Services which will, in turn, review relevant hiring information with the manager to include confirmation of rate of pay in accordance with established wage/salary guidelines.
- 3.4.7. Prior to the extension of a job offer, Personnel Services will complete and review findings of reference checks with the appropriate manager.
- 3.4.8. Personnel Services will formally extend all offers on behalf of the hiring manager.

- 3.5. All newly hired employees of the District must successfully complete a post-offer, pre-employment physical examination prior to the scheduled first day of employment. Personnel Services will coordinate the scheduling of the physical examination.
- 3.6. Normally, all new and rehiring employees will be scheduled to begin employment on a Monday.

REHIRE STATUS

1. POLICY

Reedy Creek Improvement District supervision will determine upon termination whether an employee's overall job performance, including disciplinary history, attendance, and work record have been acceptable and whether or not the employee will be classified as eligible or ineligible for rehire. Employees who fail to provide or complete the appropriate notice period will be classified as ineligible for rehire.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy.
- 3.2. To be considered eligible for rehire, an employee must have an acceptable work record with performance evaluated as satisfactory upon termination from the District.
- 3.3. "No Rehire" means that an employee's work record and performance has been such that he / she will not be considered for rehire.
 - 3.3.1. The decision by supervision will be based on an individual evaluation of the circumstances surrounding the termination and the individual's past performance.
 - 3.3.2. A "No Rehire" classification will be used when:
 - 3.3.2.1. An employee is terminated under the District policy on Disciplinary Action or as stated in any applicable Collective Bargaining Agreement (CBA).
 - 3.3.2.2. The employee's performance, conduct, attendance, or overall work record is determined to be unsatisfactory.
 - 3.3.2.3. The designation of "No Rehire" is an internal measure to ensure that the District will not rehire former employees who were proven to be unacceptable, non-qualified or generally unsatisfactory as an employee.

3.3.2.3.1. The supervisor should inform the employee of the “No Rehire” status prior to termination.

3.3.2.4. Removal of “No Rehire” from an employee’s record will only be considered upon written request, including reasons for the request, to the District Administrator and/or the Deputy District Administrator. In all such cases, the final decision will be at the sole discretion of the District.

- 3.4. “Restricted Rehire” should be used when the employee may have some restrictions, which would prevent them from being rehired into certain positions or areas of the District. It is also used as a tool to inform the interviewer that additional information/consultation may be needed before a decision is made to rehire the individual.
- 3.5. The terminating employee’s department must provide the employee’s rehire classification and supporting documentation to Personnel Services for inclusion in the personnel file within three days of the separation.
- 3.6. All employment verifications and inquiries regarding former employees should be directed to Personnel Services.

REPORT PAY

1. POLICY

Reedy Creek Improvement District will pay all hourly and salaried/nonexempt employees “report pay” if they are called and/or report to work and are sent home prior to the end of the shift.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration is responsible for the overall administration of this policy.
- 3.2. Employees who report for work, as scheduled or as directed, and are not given prior notice not to report and are not put to work, will be given two (2) hours report pay.
- 3.3. Employees who report to work, and who are put to work, will be paid for their full shifts if they are sent home before the end of the regular shift.
- 3.4. No report pay will be paid to an employee if work is not available due to conditions beyond the control of the District, such as fire, flood, hurricane, or other acts of God, civil disturbances, strikes, picketing, and/or threats of violence.
- 3.5. An employee who requests and is given permission to be sent home prior to the conclusion of the regularly scheduled shift will be paid for actual time worked only.
- 3.6. Each employee is responsible for keeping the department and Personnel Services aware of the employee’s current address and phone number.

REST PERIODS

1. POLICY

Reedy Creek Improvement District will grant each employee a fifteen (15) minute rest period for each four (4) hours worked.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Scheduling and controlling of rest periods are the responsibility of each supervisor.
- 3.2. Whenever possible, work assignment should be arranged to provide a rest period as close to the middle of each half of an eight (8) hour shift or near the middle of short four (4) and six (6) hour shifts.
- 3.3. Employees working a ten- (10) hour shift will receive three (3) rest periods spread reasonably throughout their shifts.
- 3.4. Food and beverages are available for rest periods, but may be consumed only in designated areas, such as employee cafeterias and break areas.

SAFETY AND ACCIDENT PREVENTION

1. POLICY

Reedy Creek Improvement District attempts to provide conditions in the workplace that are safe for all employees. The District has established responsibility for the detection and elimination of hazards and unsafe practices and has provided procedures for handling injured employees and other individuals.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1. Each employee is responsible for ensuring that unsafe conditions and practices are identified and reported to those responsible for their correction. Each member of management is responsible for taking appropriate action to identify and correct unsafe conditions and to correct unsafe practices.

3.2. Reporting Procedures

3.2.1. All work-incurred accidents and injuries must be immediately reported to the employee's supervisor.

3.2.2. All work-incurred illness must be immediately reported to the employee's supervisor or to the Personnel Services Department.

3.2.3. Failure to follow these procedures may result in disciplinary action up to and including termination.

3.3. Accident/Injury Investigations - Supervision will investigate the accident/injury, complete the Supervisor's Report form and submit it to the appropriate department in a timely manner.

3.4. Serious accidents should be reported immediately to District Administration and the Personnel Services Department.

SERVICE AWARDS

1. POLICY

Reedy Creek Improvement District officially recognizes individual length of service on a yearly basis through the presentation of service awards.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will maintain records with respect to service awards.
- 3.2. District Administration will distribute the service awards to the appropriate department.
- 3.3. Service awards are given to full-time employees after one (1), five (5), ten (10) and every five (5) years of service thereafter.

SICK LEAVE

1. POLICY

Reedy Creek Improvement District recognizes the need to provide sick leave with compensation to all eligible full-time employees whose absence from work is caused by illness or injury. Sick leave is intended to be used solely due to the employee's own health condition and is not to be used for the care, illness or injury of others or due to any other non-health related matter of the employee.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy.
- 3.2. In order to be paid sick leave, the employee must file a request for payment on the appropriate form and submit the form to supervision for approval. This must be done within three (3) days after the employee returns to work.
- 3.3. The District has the right to request proof of illness at any time, and an employee not furnishing such proof will not be entitled to sick leave pay.
- 3.4. Employees who request sick leave when their sick leave bank is exhausted will have the time deducted from their accrued vacation.
- 3.5. Employees must use accrued sick leave and vacation time to supplement disability payments in order to receive a full paycheck while out on approved disability. It is not the policy or intention of the District to compensate employees for more than 100% of regular straight-time pay derived from any combination of sources such as sick leave, disability benefits or Workers' Compensation payments.
- 3.6. Sick leave will only be paid in one (1) hour increments.

4. HOURLY EMPLOYEES

- 4.1. Eligibility: All full-time hourly employees who have successfully completed their probationary periods shall earn paid sick leave based on the number of straight-time hours worked, including vacation, holidays, jury duty, and funeral leave, but excluding all other approved time off.
- 4.2. Employees will not begin earning and accruing sick leave until after successful completion of their probationary periods. Upon successful completion of probation, an employee's sick leave balance will be adjusted to reflect a credit based on hours worked during the probationary period.
- 4.3. Employees' sick leave accruals will be adjusted at the end of each pay period to reflect their current sick leave balances. Sick leave will be made available to each employee as it is accrued.
- 4.4. Conditions - Hourly Employees
 - 4.4.1. Hourly employees will earn paid sick leave on the basis of the straight time hours actually worked. Hourly employees earn .023077 hours of sick leave for every straight-time hour worked.
 - 4.4.2. The maximum amount of sick leave that may be earned in one (1) calendar year is forty-eight (48) hours.
 - 4.4.2.1. Unused sick leave may be accumulated up to a maximum of one hundred sixty (160) work hours. Any excess over this amount will be credited to the employee in the form of additional vacation.
 - 4.4.3. Sick time hours for Personal Leave: Employees must maintain forty-eight (48) hours in their sick leave banks to be able to use Personal Leave days.
 - 4.4.3.1. Personal Leave days must be approved in advance by management. Request for Paid Leave must be filed to receive payment. "Personal Leave Day" should be noted in the "nature of illness" block.
 - 4.4.3.2. Maximum Personal Leave days: Three (3) per calendar year.
 - 4.4.4. Sick leave shall be paid at the stated straight time hourly rate of pay in effect at the time the sick leave is taken.
 - 4.4.5. If an employee incurs a non-occupational illness while at work and is released by the authorized medical treatment facility, the employee may apply for sick leave covering the unworked balance of the shift in increments of one (1) hour.
 - 4.4.6. Employees, who report for work after the start of their regularly scheduled shifts due to an approved personal illness, are eligible to receive sick leave pay covering the period between the start of the shift and the time the employee actually starts to work.

4.4.7. Scheduled medical appointments should be made outside normal working hours, whenever possible. If approval is granted by supervision in advance, employees may file for sick leave to cover time lost due to medical or dental appointments.

4.4.8. Employees who have exhausted sick and vacation time will not be paid.

5. SALARIED EMPLOYEES

5.1. Eligibility: All full-time salaried (exempt and nonexempt) employees are immediately eligible for benefits under this program (*except as noted elsewhere in this policy*).

5.2. Conditions

5.2.1. On January 1 of each calendar year, each eligible salaried employee will receive twelve (12) sick days for use throughout the year.

5.2.1.1. These days shall be used for periodic illnesses or injuries, including waiting periods required to claim benefits under disability or workers' compensation insurance.

5.2.1.2. These hours are not cumulative and will not be carried into the next calendar year nor will unused sick leave be paid off at termination or retirement.

5.2.2. On January 1 of each calendar year, each eligible salaried employee will receive a bank of hours, dependent upon job level and length of service, for use during periods of extended illness or disability.

5.2.2.1. In order to receive payment under this provision, the employee must provide medical certification acceptable to the District and be authorized to receive disability coverage under the short or long-term disability insurance plan. Employees may use disability sick leave to supplement disability payments in order to receive a full paycheck while out on approved disability.

5.2.2.1.1. These hours are not cumulative and will not be carried into the next calendar year nor will unused banked hours be paid off at termination or retirement.

5.3. New employees will be provided pro-rata sick leave and disability banks based upon the number of weeks remaining in the year at the time of employment.

5.4. Salary / Exempt (24 hour Shift)

5.4.1. Employees holding the position of "Battalion Chief" or "Commander" will receive sick leave as follows:

5.4.1.1. At hire: 144 hours prorated based on hire date

5.4.1.2. Jan 1 after hire: 144 hours per year

6. PROMOTIONS / DEMOTIONS

- 6.1. Hourly employees promoted to salaried positions will be immediately covered under the salaried provisions for sick leave.
 - 6.1.1. Hourly employees who are promoted to salaried positions shall be paid for all unused sick leave that has been accrued from prior years and up to fifty (50) percent of the accrued sick leave earned from the beginning of the calendar year in which the promotion occurs.
 - 6.1.2. In order to qualify for this payment, the employee must meet the eligibility requirements set forth in this policy.
 - 6.1.3. Employees promoted from hourly status will be provided pro-rata sick leave and disability banks based upon the number of weeks remaining in the year at the time of promotion.
- 6.2. Salaried employees demoted or voluntarily returning to hourly positions will retain six days of sick leave and will begin accruing sick leave over again at the hourly rate.

7. TERMINATION / RETIREMENT

- 7.1. Hourly employees who terminate employment shall be paid for all unused sick leave that has been accrued from prior years and up to fifty (50) percent of the accrued sick leave earned from the beginning of the calendar year in which the termination occurs.
 - 7.1.1. In order to qualify for this payment, employees must meet the eligibility requirements set forth in this policy.
 - 7.1.2. Hourly employees who retire with ten (10) years of service at the age of fifty-five (55) or older, or retire at age sixty-five (65) or older with five (5) years of service, will be paid 100 percent of earned and accrued sick leave.
- 7.2. Salaried employees will not be paid for accumulated sick leave or disability sick leave upon termination or retirement

SMOKING

1. POLICY

Reedy Creek Improvement District has established a policy concerning smoking in the workplace in compliance with federal and state Clean Air statutes.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. It is the responsibility of supervision to administer this policy.
- 3.2. There will be no smoking permitted within the interior of any building or vehicle owned or maintained by the District.
 - 3.2.1. The District will designate appropriate exterior smoking areas adjacent to District buildings.
 - 3.2.2. Smokers are expected to dispose of all smoking material appropriately in containers provided by the District.
- 3.3. According to Florida Statute 633.34 (6), any person applying for employment as a firefighter must be a nonuser of tobacco products for at least one (1) year immediately preceding application.
- 3.4. It is the District's desire that employees who are non-users of tobacco remain in that status. Individuals who wish to pursue smoking prevention or cessation programs are encouraged to contact the Personnel Services Department to inquire about any available services.

SOLICITATIONS

1. POLICY

Solicitations, distribution or posting of literature or collection of contributions within the boundaries of Reedy Creek Improvement District for any purpose during work time and in work areas will not be permitted.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration is responsible for the administration of this policy.
- 3.2. Oral solicitations by employees for any cause or any organization is prohibited during work time or during the working time of the employees being solicited. This restriction on oral solicitations does not apply during breaks and lunch periods, or other specified periods during the workday when employees are properly relieved of performing their duties.
- 3.3. Distribution of literature within the boundaries of the District by employees is prohibited during working time and at any time in the working areas.
 - 3.3.1. Non-employees are not permitted to solicit or distribute literature within any building, facility or rights of way owned or occupied the District.
- 3.4. Violation of the above shall be grounds for disciplinary action, up to and including termination.
- 3.5. It is the policy of the District that solicitation for the United Way will be permitted on an annual basis. This does not constitute an exception to the above rules.
- 3.6. The District Administrator must approve any other deviation from this policy.

STATUTORY DEATH BENEFIT FOR FIREFIGHTERS

1. POLICY

Reedy Creek Improvement District will provide death benefit insurance coverage for the District firefighters as outlined in Florida Statutes.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration is responsible for the overall administration of this policy.
- 3.2. All aspects of the death benefit plan for firefighters will follow those guidelines set forth in Florida Statutes.

TERMINATION

1. POLICY

Reedy Creek Improvement District employees who terminate their employment will, whenever possible, receive their final pay and be provided an exit interview questionnaire to complete at the time of the final clear-out process.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

3.1. District Administration will be responsible for the administration of this policy.

3.2. Types of Termination

- Voluntary Termination
- Resignation
- Retirement
- Involuntary Termination
- Discharge
- Layoff
- Military
- Other

3.3. Department Managers will be responsible for submitting completed Personnel Action Requests (PARs) to Personnel Services in order to terminate the employee.

3.3.1. If the action is anticipated in advance as in the case of a retirement or resignation, the PAR should be submitted at least seven days in advance of the action making sure the effective date is clearly identified.

3.3.2. In cases where the termination has not been anticipated, managers should ensure that a PAR is submitted within twenty-four (24) hours of the action.

- 3.4. Managers should ensure that the PAR clearly indicates the employee's rehire status - either eligible or ineligible for rehire. Managers should submit supporting documents and/or an explanation with a PAR, which indicates that an employee is ineligible for rehire.
- 3.5. No employee will be involuntarily terminated without the approval of the District Administrator or designee.
- 3.6. Upon receipt of a letter of resignation from the employee, District Administration will arrange for the computation of accrued benefits according to the provisions of the District vacation and sick leave policies. The final pay (check or direct deposit advice) will contain all of these benefit payments.
- 3.7. Normally, the last physical day of work will be considered the employee's termination date.
- 3.8. At time of termination, supervision is responsible for ensuring that all District property issued to an employee is returned, such as:
 - Uniform(S)
 - Keys
 - Credit Cards
 - I.D. Card
 - Admission Passes
 - Parking Stickers
 - Tools
 - Equipment
- 3.9. Full-time employees who voluntarily terminate will be given a termination questionnaire and an exit interview during clear out.
- 3.10. In the event that Payroll is unable to provide a paycheck or direct deposit advice at the time of clear-out, the check / advice will be mailed to the employee's home address as soon as possible.
- 3.11. Notice. Failure to provide proper notice may result in the employee forfeiting any pay for accrued leave that would otherwise be paid to the employee upon separation from employment with the District.
 - 3.11.1. All hourly and salaried non/exempt employees are required to give two (2) weeks written notice of resignation to their supervisor prior to termination.
 - 3.11.2. All exempt employees are required to provide four (4) weeks written notice of resignation to their supervisor prior to termination.
 - 3.11.3. Regardless of the amount of notice provided, employees are required to provide a written notice of resignation to their supervisor prior to termination.
 - 3.11.4. When it is not possible for supervisors to obtain an employee's written notice of resignation, they should document the circumstances surrounding the employee's verbal resignation in memo form, and forward the document to Personnel Services for inclusion in the employee's termination file.
 - 3.11.5. Employees who do not provide or complete the required notice period for termination may not be classified eligible for rehire.

TIME REPORTING / SALARY AUTHORIZATION

1. POLICY

Reedy Creek Improvement District employees will have their time worked and absences recorded.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration and supervision will be responsible for the administration of this policy.
- 3.2. Non-exempt employees are responsible for properly reporting their time as well as informing the appropriate individual who is responsible for the completion of the weekly Salary Authorization Report.
- 3.3. Exempt employees who work other than a normal week will be shown on the Salary Authorization Report by exception (i.e. vacation, sick pay, extended leaves of absence).
- 3.4. Each department manager is responsible for approving the department's salary authorization report and forwarding it to Finance in a timely manner.
- 3.5. Falsification of hours worked may result in disciplinary action up to and including termination of employment.

TRAFFIC SAFETY

1. POLICY

All Reedy Creek Improvement District employees will be responsible for driving safely and obeying all traffic laws and regulations while within the boundaries of the District.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. All members of management will be responsible for ensuring the consistent administration of this policy.
 - 3.1.1. All members of management will take the appropriate action to identify and correct unsafe or discourteous driving occurrences observed within the boundaries of the District.
- 3.2. In conjunction with state law, the District has established a policy requiring its employees to wear seat belts when traveling in District vehicles, or when traveling in private vehicles while within the boundaries of the District or if on District business.
 - 3.2.1. Failure to comply with this policy may result in disciplinary action.
 - 3.2.2. Drivers of District vehicles should enable this policy by operating the vehicle only after any passengers have also “buckled up.”
- 3.3. District employees who violate traffic rules or regulations while driving a District-owned vehicle, or when operating private vehicles within the boundaries of the District or on District business, shall be subject to appropriate disciplinary action, up to and including termination of employment.
- 3.4. Employees should utilize cellular phones and radios to the minimum level possible while driving on District business. Safe operation of the vehicle should be the driver’s primary concern.

VACATION

1. POLICY

It is the policy of the District to provide paid vacation time to all eligible employees in order to give them time for rest and relaxation.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. District Administration will be responsible for the administration of this policy.
- 3.2. The District will allow employees to accrue a maximum of two years of the employee's entitlement of vacation time. Any employee reaching the maximum cap will immediately stop accruing vacation until the balance drops below the limit.
- 3.3. Non-bargaining unit employees with twenty (20) or more years of service may continue to accrue vacation time during the calendar year and may carry over a maximum of 500 hours of vacation from year to year.
- 3.4. Employees may only take vacation time that they have actually accrued. Vacation time will not be advanced to employees unless specifically authorized by the District Administrator or Deputy District Administrator.
- 3.5. Vacations are to be taken at times that are mutually agreeable to the employee and the District. Employees should try to schedule vacations during non-peak business periods.
 - 3.5.1. The District reserves the right to schedule employees' vacations based on business necessity.
- 3.6. Should a death occur in an employee's immediate family during the employee's vacation, the vacation may, at the option of the employee, be extended up to the amount of eligible funeral leave, or be canceled or replaced with eligible funeral leave.

3.7. Should an employee become ill during a vacation, the vacation may, at the option of the employee, be replaced with eligible sick leave.

3.8. Payout of Accrued and Unused Vacation Time

3.8.1. The **Total** payout of accrued and unused vacation time for each employee shall never exceed the maximum vacation accrual based on years of service in force at the time of termination, or five hundred (500) hours, whichever is lower. This total applies whether payouts of said vacation time are issued as one, or more than one, payment(s) as described below.

3.8.2. Employees Eligible to Receive a Payout of Vacation Time:

3.8.2.1. All full-time employees who are eligible for vacation and who terminate employment will be paid for all unused vacation up to their maximum vacation accrual cap at the time of termination or 500 hours, whichever is lower, *subject to the limitations outlined in 3.8.2.2 below.*

3.8.2.2. Those employees entering the FRS DROP have the option of electing to receive an early payout for all or part of the balance of accrued annual vacation, subject to their maximum vacation accrual cap at the time of entering the DROP or 500 hours, whichever is lower.

3.8.2.2.1. This payment will be included in the employee's AFC calculation and the hours deducted from the employee's accrued vacation balance.

3.8.2.2.2. Employees making this election then will continue to accrue vacation utilizing the same accrual criteria as they had at the time of entering the DROP.

3.8.2.2.3. Upon termination, they may receive a second payout of their accrued annual vacation time. However, this payment is limited to an amount, when combined with any payment elected at the time of entering the DROP, that will not exceed the maximum vacation accrual cap at the time of termination or 500 hours, whichever is lower.

3.8.2.2.4. A secondary payout of vacation time, if any, will not be included in the employee's retirement benefit as the benefit is calculated at the time the employee entered the DROP.

3.8.3. Pay in lieu of vacation for regular active employees is not allowed.

4. HOURLY EMPLOYEES

4.1. Eligibility

- 4.1.1. All full-time employees shall earn vacation based on the actual number of hours worked.
- 4.1.2. Employees may take vacation after they have completed a probationary period and begin earning and accruing vacation.
- 4.1.3. An employee reclassified from part-time to full-time will qualify and begin accruing vacation hours effective the date of conversion to full-time.
- 4.1.4. Employees' vacation accruals will be updated and made available at the end of each pay period.

4.2. Conditions

- 4.2.1. Hourly employees who have successfully completed a probationary period will earn paid vacation hours on the basis of the straight-time hours worked including holidays, vacation, sick leave, funeral leave, jury duty, but excluding overtime, other leaves of absence, and all other approved paid or unpaid time off.
 - 4.2.1.1. Unapproved time off which has not been excused by the District will not be counted under any circumstance.
- 4.2.2. Vacations will be paid at the employee's current straight-time rate of pay in effect at the time the vacation is taken.
 - 4.2.2.1. Hourly employees will be paid the current straight-time rate plus any appropriate shift premium differential being received immediately prior to the time the vacation is taken. This rate should be the same base rate that is used in computing overtime.

4.3. Vacation Scheduling

- 4.3.1. It is the employee's responsibility to make advance requests timely and appropriately for scheduling vacation time.
 - 4.3.1.1. Employees who fail to make advance arrangements to schedule vacation properly will not receive priority consideration due to reaching the "capped" limitation for accrual.
- 4.3.2. All employee requests for vacation must be properly approved in advance by District management. It is totally appropriate for employees to use accrued vacation time that has been properly scheduled and approved in advance for the purpose of rest and relaxation.
 - 4.3.2.1. The accumulation of accrued vacation time does not automatically constitute the employee's right to use it when it is not in the best interest of the District.
 - 4.3.2.2. Employees who fail to report to work as scheduled, especially after being denied vacation requests, will not be paid for that time and will be appropriately disciplined.

4.3.3. In the event of a conflict of vacation dates affecting two (2) or more employees in the same or similar classification, the employee(s) with greater length of service will be given preference.

4.3.3.1. Once the vacation schedule is finalized for the year, employees who wish to change vacation dates will be unable to exercise their rights for priority scheduling based on length of service.

4.4. In no event will vacation be paid in increments of less than one (1) hour.

4.5. Promotion to a Salaried Position

4.5.1. Employees promoted from an hourly to a permanent salaried position will immediately be given the appropriate longevity credit for years of service and any additional time credited to their vacation accounts.

4.6. Vacation Accrual Formula - Hourly

4.6.1. Years 0-4: Employees who are eligible will accrue .0384615 hours of vacation for each straight time hour worked, including holidays, vacation, sick leave, funeral leave, and jury duty from hire until the fifth (5th) anniversary date.

4.6.2. Years 5 - 15: Employees who are eligible will accrue .0576923 hours of vacation for each straight time hour worked, including holidays, vacation, sick leave, funeral leave, and jury duty from the fifth (5th) anniversary date until the sixteenth (16th) anniversary date.

4.6.3. Years 16+: Employees who are eligible will accrue .076923 hours of vacation for each straight time hour worked, including holidays, vacation, sick leave, funeral leave, and jury duty from the 16th anniversary date until termination or retirement.

5. SALARIED EMPLOYEES

5.1. Eligibility

5.1.1. All full-time salaried (exempt and non-exempt) employees shall receive vacation based on the number of years of service from date of hire, accumulated by pay period.

5.1.2. Salaried employees may take vacation after they have completed the probationary period.

5.1.3. An employee converted from a part-time status to full-time will qualify and begin accruing vacation hours effective the date of conversion to full-time.

5.1.4. Employees' vacation accruals will be updated and made available at the end of each pay period.

5.2. Accrual rates

5.2.1. Regular salaried employees will accumulate paid vacation hours based on the following formula:

5.2.1.1. Years 0-3: 2 weeks or 1.5384616 hours per week

5.2.1.2. Years 4-14: 3 weeks or 2.3076925 hours per week

5.2.1.3. Years 15+: 4 weeks or 3.076925 hours per week

5.2.2. Salaried employees holding the positions designated as 24-hour Shift Supervisors will accumulate paid vacation hours based on the following formula:

5.2.2.1. Years 0-3: 2.307 hours per week

5.2.2.2. Years 4-14: 3.230 hours per week

5.2.2.3. Years 15+: 4.615 hours per week

5.3. Vacations will be paid at the salaried employee's current regular rate of pay in effect at the time the vacation is taken.

5.4. In no event will vacation be paid in increments of less than one (1) hour.

VOTING - EMPLOYEE TIME OFF

1. POLICY

Reedy Creek Improvement District will provide employees with time off for voting in a general election if an employee does not have sufficient time outside of regular working hours.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Supervision will be responsible for the administration of this policy.
- 3.2. If an employee does not have sufficient time outside of working hours to vote, they may take up to two (2) hours off with pay for voting either at the beginning or the end of the regular working shift.
 - 3.2.1. Where more than two (2) hours are required to vote, employees may be granted time off with the understanding they will be paid for two (2) hours only.
- 3.3. It is the supervisor's responsibility to evaluate and grant the request based on scheduled working shift, location of the polling place, transportation requirements, etc.
- 3.4. It is the employee's responsibility to give supervision three (3) days advance notice in requesting time off to vote.
 - 3.4.1. An employee may be required to show his/her voter registration card to the supervisor in order to receive the requested time off.

WAGE AND SALARY ADMINISTRATION

1. POLICY

The District shall establish and maintain written salary administrative policies and procedures to achieve effective salary administration and cost control.

2. LIMITATIONS

This policy applies to employees of the District unless the employee is covered by a collective bargaining agreement (CBA), which has provisions that specifically address these matters and differs from this policy. Nothing in this policy is intended to, nor shall it limit any inherent management rights of the District in any CBA. In the event that a specific provision of a CBA is inconsistent with this policy, the provision contained in the CBA shall prevail for covered bargaining unit employees. Otherwise, this policy shall apply according to its terms and conditions to all employees of the District, unless and until superseded by action of the District to modify, replace and/or cancel the policy/program/plan, or, unless expressly contradicted by a specific provision of a CBA, or, unless superseded by law.

3. POLICY DETAIL

- 3.1. Personnel Services and District Administration will be responsible for the administration of this policy.
- 3.2. Classifications. To assist in providing internal pay equity, the District shall establish and maintain an internal position classification system.
 - 3.2.1. Positions that perform similar duties and have comparable levels of responsibilities shall be classified by a common descriptive title.
 - 3.2.2. Personnel Services shall be responsible for maintaining the classification plan. Each classification shall be assigned a pay range by Personnel Services using appropriate evaluation methods and techniques.
- 3.3. New Hires. New employees will be hired within the lower one-third (1/3) of the appropriate pay range except when comparable and related experience warrants a higher starting salary.
- 3.4. When considering an experienced candidate, Personnel Services may increase the starting rate for each year of comparable / related experience to a maximum of midpoint of the range.
 - 3.4.1. Normally, fully qualified, experienced candidates are brought in at or below the top of the lower third of salary ranges and the Manager of Personnel Services may extend such offers without additional approval.

- 3.4.2. Offers above the top of the lower one-third (1/3) of the range require advance approval of the Deputy District Administrator. Offers above the midpoint of the range will not be made except in extraordinary circumstances and only with the advance written approval of the District Administrator or designee.
- 3.5. The candidate's previous salary and other legitimate considerations may also be considered as a basic reference point for establishing a pay rate for candidates being hired for like positions at the District.
 - 3.5.1. The appropriate manager and the Manager of Personnel Services will determine comparative / related experience on an individual basis.
- 3.6. All starting rates of pay should be approved by the Deputy District Administrator prior to being disclosed to the prospective employees.
- 3.7. Former employees who are rehired within six months in the same job classification may be offered the same base rate of pay they were making prior to termination.
- 3.8. Lateral Job Transfer. A lateral job transfer is defined as the movement from one job classification to another job classification that is in the same salary grade. Normally, lateral job transfers do not warrant salary changes.
 - 3.8.1. Should an employee be transferred or promoted into a job classification for which the employee has unique and identical previous work experience, the department manager, in conjunction with Personnel Services, will determine the appropriate transfer rate based on previous related and comparative experience in the new job classification. Such transfers or promotions require approval by the Deputy District Administrator.
- 3.9. Merit Increases.
 - 3.9.1. Performance appraisals, evaluating and communicating an employee's performance, will be prepared annually by the employee's supervisor.
 - 3.9.1.1. The performance appraisal will be the primary factor for determining merit salary increases.
 - 3.9.2. Merit salary increases will be effective the first Sunday in March of each year.
 - 3.9.3. Merit salary increases are to be granted only to those employees whose performance throughout the current appraisal period to the present time warrants adjustment.
 - 3.9.3.1. Merit salary increases should represent a reward for accomplishments and provide an incentive for employees to improve the quality of job performance.

- 3.10. Promotional Increase Guidelines. A promotion is defined as the movement of an employee from one job classification to another job classification that is in a salary range higher than the employee's current job.
 - 3.10.1. At the time an employee is promoted, the employee's performance will be considered in determining the promotional increase.
 - 3.10.2. Promotional increases will normally range from 3 – 10 %.
 - 3.10.3. The Deputy District Administrator must approve exceptions to this procedure.
- 3.11. Demotions. A demotion under this policy is defined as the movement of an employee from one classification to another job classification that is in a lower salary range than the employee's current job.
 - 3.11.1. At the time of demotion, an employee shall receive a 10% salary decrease or be taken to the maximum of the new grade. In making this determination, the District will use the method that yields the higher salary so long as it is within the salary range for the position and constitutes a decrease in pay of 10%.
- 3.12. Any deviation from the wage and salary guidelines requires review by the Personnel Services Manager and approval by the Deputy District Administrator and the District Administrator. Employees will not normally be compensated outside the identified salary ranges for identified positions except in extremely unusual circumstances.
 - 3.12.1. Market Factor Adjustment. Market factor adjustments may be made for specific job classifications when a particular salary structure falls behind current market conditions.
 - 3.12.2. Normally the grade and range are changed with no increase in the incumbent's rate unless it falls below the minimum of the new range.
 - 3.12.3. A market adjustment may be passed along to an incumbent(s) in a situation in which the average rate of pay for the particular job classification, if applicable, falls more than 10% out of line with market data.
- 3.13. Out-of-Policy Pay Increases. Recommendations for salary increases at times other than specified in the Wage and Salary Policy will not be considered except for reasons of extraordinary performance or some unusual circumstances.
 - 3.13.1. All out-of-policy recommendations must be documented in detail by the department manager, reviewed by the Personnel Department for recommendations, and submitted to the Deputy District Administrator and the District Administrator for final approval.
- 3.14. General Range Adjustments. Ranges are changed with no increase unless the incumbent's rate falls below the minimum.