



Paradise Recreation & Park District

Agenda Prepared: 03/04/22
Agenda Posted: 3/08/22
Prior to: 4:30 p.m.

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NOTICE OF BOARD OF DIRECTORS COMMITTEE MEETING

Committee: Personnel Committee (*Bellefeuille/ Ivey*)
Date: March 15, 2022
Time: 4:00 p.m.
Location: Terry Ashe Recreation Center, Room D and via Teleconference

Special Notice:

The public may listen to this meeting via computer or telephone. The public may submit comments prior to the meeting via email to BODclerk@paradiseprpd.com before 1:00 p.m. on the day of the meeting and they will be read into the record. Please use the link to join the webinar:

<https://us02web.zoom.us/j/84518561101?pwd=TXRZdUNPTk5MNFM1SWdvdzlmZENUQT09>

Or via Telephone: Dial by your location: +1 669 900 9128 US (San Jose), +1 346 248 7799 US (Houston), or +1 253 215 8782 US (Tacoma). Meeting ID: 845 1856 1101 Password: 6626

AGENDA:

The Committee will meet to:

1. Review Job Descriptions
2. Review Personnel Rules Manual Update – Rule 20 Paid Time Off

CLOSE SESSION:

3. The Committee will meet in Closed Session pursuant to California Government Code Section 54957.6, Employee Salary and Wage negotiations.

REPORT ON CLOSED SESSION:

https://paradiseprpd.sharepoint.com/sites/BODMeeting/Shared Documents/_Committee.Personnel/2022/PC_22.0315/_PC_22_0315_Agenda.docx

Job Description



Position:	ADMINISTRATIVE ASSISTANT I, II, III
Reports to:	District Manager or Assistant District Manager
Category:	Non-Exempt
Pay Rate:	See current adopted Salary Schedule.
Weekly Hours:	Varied. Part-Time – to be determined, not to exceed 30 hours/week (0.75 FTE). Full-Time 40 hours/week - 2080 hours/annual (1 FTE)

Position Overview

The series identifies positions of increasing difficulty that perform administrative and clerical tasks for the District.

Administrative Assistant I:

Under the direct supervision of the Administrative Assistant III and the general supervision of the Assistant District Manager and/or the District Manager, performs a variety of moderate administrative assignments, receptionist duties and provides specialized office support services for staff. Performs other related duties as assigned.

Administrative Assistant II:

Similar to the duties above with the addition of technical support services for the District and staff. Performs other related duties as assigned.

Administrative Assistant III:

Under the direct supervision of the Assistant District Manager and general supervision of the District Manager, performs duties similar to the above with the addition of a variety of advanced administrative assignments and specialized office management, support services for the District Manager, serves as the Clerk Recorder for the Board of Directors, and various committees, provides direct supervision of Administrative Assistant I and II. Performs other related duties as assigned.

Responsibilities and Duties

Duties may include, but are not limited to, the following:

Administrative Assistant I:

- Serve as a front office receptionist to assist the public and perform clerical duties
- Provide guidance to patrons assisting and processing program registration, facility rentals, refunds, and Development Impact Fees
- Document reservations and notify maintenance staff of setup requirements
- Assist with the writing and production of the District Activity Guide
- Prepare program data, schedules, and materials

ADMINISTRATIVE ASSISTANT I, II, III

- Prepare documents for special projects, reports, evaluations, marketing materials and correspondence
- Balance daily cash and make bank deposits
- Schedule and coordinate meetings and/or special events
- Manage contracts and partnership agreements coordinating with staff and vendors, track requirements and deadlines, develop invoices against contracts, receive and process payments
- Maintain the front office filing system and online documents
- Maintain the webpage, program registration software, online marketing and social media, electronic timesheet system
- Be a collaborative, flexible team player, keen to engage in positive professional relationships with patrons, staff and vendors

Administrative Assistant II:

All Administrative Assistant I responsibilities and duties as well as:

- Responsible for the computer information systems of the District and other computer related tasks
- Working with IT support, identify, troubleshoot, and resolve computer and network problems, install, update, and maintain software systems
- Responsible for an inventory and understanding of the District's computer equipment and make recommendations on equipment purchase needs
- Responsible for file management and backup systems on the server
- Transition files from paper to electronic, performs purges, organizes, and archives all while maintaining integrity of electronic file system
- Analyze documents, ensures accuracy and compliance with policy, enters a variety of information in databases and/or computerized systems
- In the absence of the Administrative Assistant III (Management), serves in that capacity

Administrative Assistant III:

All Administrative Assistant I and II responsibilities and duties as well as:

- Serve as recorder for Board of Directors and committee meetings, prepare and distribute public agendas, prepare back up material and supporting documentation for Board meetings and committees, assuring proper content, format, order, supporting documentation, and preparation of the official minutes for review, approval, distribution, and upload to the District website
- Maintain the District's file on approved minutes including all original supporting documents complying with legal requirements and District policy
- Review, analyze, record, manage, and track contracts and agreements for the District in accordance with state law, including keeping up to date with law and policy changes, seeking legal advice, and coordinating District purchasing activities
- Prepare routine and complex purchasing and procurement documents including Requests for Proposals (RFPs) and contracts, while coordinating with departments to ensure specifications within purchasing and procurement documents are accurate
- Develop and update procurement policies to ensure compliance with state law, including

ADMINISTRATIVE ASSISTANT I, II, III

researching, interpreting, and analyzing policy issues and recommending policies and practices, and developing purchasing procedures

- Provide guidance and training for staff on purchasing procedures, RFPs, and contracts
- Streamline the hiring process for new employees including the enrollment and processing of paperwork for new employees, and serve as the contact for questions on benefits and other related questions
- Receive, review and process paperwork in assigned area of responsibility, which may include contracts, work orders, invoices, and other documents and codes appropriately for District Accountant
- Maintain appropriate inventory levels within assigned area of responsibility
- Maintain and update the manuals and policies to remain in compliance of all laws and regulations
- Administer and maintain the property and liability insurance program and policies, working with insurance companies, processing and managing claims and property loss, maintaining the insurance asset and property valuation list, and providing recommendations on insurance matters and risk assessment
- Assist District Manager and provide direction to other Administrative staff in support of required applications and reporting procedures to ensure grant compliance
- Prepare confidential employee correspondence concerning Family Medical Leave, Workers' Compensation, and other personnel related matters
- Maintain the District's confidential administrative files on the District server
- Prepare and compose a wide variety of reports, documents, and correspondence
- Submit recommendations to District Manager on annual budget expenses for District office operation concerning equipment, supplies, staffing, and service agreements
- Consolidate final budget requests from all departments to create final full District budget proposal to be presented to the District Board of Directors for approval
- Coordinate, schedule, track, and maintain records of District staff and Board of Directors' compliance with state mandated training requirements, such as but not limited to, Sexual Harassment Training, Ethics Training, and Conflict of Interest Statements

Requirements and Qualifications

Knowledge, Skills, and Abilities

Administrative Assistant I:

- Strong understanding of policies, procedures, and practices of the District
- Knowledge of office administrative processes, procedures and functions
- Ability to maintain filing systems, and computer data systems
- Strong knowledge of basic math, spelling, English and grammar
- Ability to work independently while also able to work cooperatively with others
- Excellent time management skills with the ability to appropriately plan, organize, prioritize, delegate and review work in order to meet schedules, competing tasks, assignments, and ongoing projects
- Good listening, diplomacy, and analytical skills

ADMINISTRATIVE ASSISTANT I, II, III

- Effectively communicate with tact and diplomacy verbally and in writing, while always representing the District in the best light
- Ability to navigate difficult conversations while keeping rapport
- Apply District rules, policies, and legal requirements, maintaining confidentiality
- Proficient bookkeeping skills relating to cash reconciliation and deposits
- Exercise good judgment, initiative, and strategic thinking
- Computer competency in Microsoft Office applications
- Ability to develop and maintain a professional and collaborative working relationship with District staff, vendors and patrons

Administrative Assistant II:

All of Administrative Assistant I knowledge, skills and abilities, as well as:

- Advanced understanding of current information technology systems
- Principles and practices of project management and prioritization, solution strategy development and implementation

Administrative Assistant III:

All of Administrative Assistant I and II knowledge, skills and abilities, as well as:

- Principles and practices of public administrative processes, procedures and functions
- Knowledge of the public meeting process and recorder duties and requirements
- Federal, state, and local laws, rules and regulations pertaining to public contracting, public procurement, and keeping current with law changes and new best practices
- Financial principles and practices in local government for budget preparation and administration techniques

Education and Experience

Any combination of education and experience that would likely provide the knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

Administrative Assistant I:

- High school diploma or equivalent
- A minimum of two (2) years of administrative experience

Administrative Assistant II:

- Associates degree or equivalent in office administration, business or related field
- Three (3) years of increasingly responsible experience in the performance of a variety of administrative, business analysis, or technical services

Administrative Assistant III:

- Bachelors degree or equivalent in office administration, business or related field
- Four (4) years of increasingly responsible experience in professional public agency administration, supervising staff, budgeting, and office management

ADMINISTRATIVE ASSISTANT I, II, III

License and Certification

All Administrative Assistant I, II, and III positions must possess, or have the ability to obtain within 30 days of hire, and maintain throughout the duration of employment, the following:

- A Class C California driver's license, maintaining an acceptable driving record with five or fewer points as assigned by the Department of Motor Vehicles

Medical Examination and Finger Printing

Successful candidates must:

- Pass District pre-employment medical examination
- Complete and pass a DOJ Live Scan background check

Physical Requirements and Work Environment

Reasonable accommodations provided:

- Occasional bending, handling, dexterity, reaching overhead, stretching, kneeling or squatting and climbing stairs
- Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently, to lift, carry, push, pull or otherwise move objects
- Remain in a stationary position (sitting or standing) for extended periods of time (approximately 75% of the time), move about the office occasionally (approximately 25% of the time)
- Must be able to travel to locations in, around, or outside the District Boundaries
- Making substantial movements (motions) of the wrists, hands, and/or fingers
- Ability to maintain sustained concentration on computer screens; use keyboards and a variety of peripherals
- Ability to work and maintain focus in a work environment with moderate noise (i.e., working around others making periodic phone calls or having conversations) and with frequent interruptions
- Ability to periodically work evenings or weekends
- Work obligations may entail occasional field meetings and inspections

Direct Reports

Administrative Assistant III: Administrative Assistant I and II.

Benefits

Paradise Recreation and Park District provides a monthly supplement to eligible full-time employees to be applied towards the purchase of benefits, excluding employee contribution only plans.

Full Time (FT)

- Medical, Dental, Vision, Life Insurance, CalPERS Retirement (Employee Share of Cost at 7%)
- Vacation
- Paid Holidays

ADMINISTRATIVE ASSISTANT I, II, III

Part and Full Time

- 457 Retirement (Optional employee contribution plan)
- Flex Plan (Optional employee contribution plan)
- Sick Leave, Longevity Increases
- Employee Discount on District Programming and Facility Rentals

Job Description Action

Status:	<i>Draft</i>
Date approved:	<i>TBD</i>
History	<i>Previous version approved 6/10/2020 consolidated all levels of Administrative I, II, and III positions to a single, streamlined job description for all.</i>
Reviewed:	<i>3/22/2022 Personnel Committee</i>

https://paradisepprd.sharepoint.com/sites/HumanResources/Shared Documents/Job.Descriptions/Proposed/Admin_Asst_I_II_III_22.0322.docx
3/8/2022

Job Description



Position:	POOL MANAGER
Reports to:	Recreation Supervisor
Category:	Non-Exempt
Pay Rate:	See current adopted Salary Schedule.
Weekly Hours:	Varied (0.75 FTE), Part-Time. Not to exceed 30 hours per week.

Position Overview

Under direct supervision of the Recreation Supervisor, the Pool Manager is responsible for all areas pertaining to the management of the pool program operation. Must be able to handle situations such as emergencies, discipline problems, injuries, and other potential problems in a mature and professional manner. Help train staff, assist with maintenance, and other assignments as needed.

Responsibilities and Duties

The list that follows is not a comprehensive list but a representative summary of the major duties and responsibilities:

- Supervision of pool staff relative to performance of the duties of each position
- Scheduling the work hours of the pool staff
- Train and select swim aides
- Conduct training, safety, and staff meetings
- Know all safety and emergency procedures concerning the pool and train staff in this area
- Delegate responsibilities to direct reports as appropriate to their respective job descriptions
- Implement a comprehensive pool program including swim lessons, recreational swim, adult swim, special groups, aqua aerobics, special events, and other pool activities
- Responsible for general maintenance of pool and equipment and immediate notification of Park Supervisor or Park Foreman in the event any problem outside of regular maintenance requirements
- Enforcement of state and county laws and ordinances and District policies and procedures regarding the health and safety of patrons and staff
- Instruct classes, perform lifeguard duties, and direct other pool programs as needed
- Complete all records and reports including pool maintenance report, site inspections, disciplinary, staff, and operation evaluations
- Approve the accuracy and signing of time sheets of all staff
- Oversee the collection of pool fees and the handling of funds
- Maintain positive community relationships and publicity of pool activities
- Keep open flow of communications between pool staff, Recreation Supervisor, and Park Supervisor
- Does related work as assigned or required

POOL MANAGER

Requirements and Qualifications

Knowledge, Skills, and Abilities

Note that these requirements are representative, but not all-inclusive, of the knowledge, skill, and ability required to perform this job.

- Emergency preparedness and response and appropriate instruction of staff
- Rules and regulations governing the conduct and safety of pool use
- Methods and practices of pool cleaning, filtration, water treatment, pool and shower maintenance
- Coordinate staff schedules and instruct swim classes
- Rescue swimmers and make quick decisions in an emergency
- Supervise the conduct of patrons and staff
- Be physically fit to swim at an advanced level

Education and Experience

- One year experience in Pool Administration
- Two years of life-guarding and instruction at a public swimming pool

License and Certification

Possession of, or ability to obtain and maintain throughout the duration of employment, the following:

- Current certification in Lifeguard Training
- Water Safety Instruction
- Title 22 First Aid
- CPR for the Professional Rescuer
- Any other certificate required by the American Red Cross for this position
- A valid Class C California driver's license, maintaining an acceptable driving record with five or fewer points as assigned by the Department of Motor Vehicles

Medical Examination and Finger Printing

Successful candidates must:

- Pass District pre-employment medical examination
- Complete finger-printing and screening

Physical Requirements

- The estimated working position is standing, sitting and walking approximately 90% of the time
- Occasionally climbing stairs, ladders and crawling
- Some reaching overhead and stretching, and frequent kneeling and squatting
- Bending and occasional work on rough, uneven terrain
- Handling and dexterity
- Lifting, pushing, pulling and carrying abilities under 100 pounds
- Must be able to work for extended periods in direct sunlight
- Reasonable accommodations provided

POOL MANAGER

Work Environment

The work environment described here is representative of those an employee encounters while performing the essential responsibilities and duties. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Frequent work in various weather conditions, including exposure to wet, humid, hot, or cold conditions
- Occasional work in high places
- Exposure to street/road traffic and noise
- Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock
- The noise level in the work environment is frequently loud
- Must be able to travel to locations in, around, or outside the District Boundaries
- Ability to periodically work evenings or weekends

Direct Reports

- Pool Supervisor, Lifeguard Instructor, Lifeguard, Swim Aide, Recreation Leader

Benefits

Paradise Recreation and Park District provides a monthly supplement to eligible full-time employees to be applied towards the purchase of benefits, excluding employee contribution only plans.

Job Description Action

Status:	<i>Draft</i>
Date approved:	<i>TBD</i>
History	<i>Previous Pool Manager position approved April 2015. This version updates new job description formatting and descriptive work environment. Upon approval this new version supersedes all previous versions.</i>
Reviewed:	<i>Personnel Committee, March 22, 2022</i>

https://paradisepd.sharepoint.com/sites/HumanResources/SharedDocuments/Job.Descriptions/Proposed/Pool.Manager_2022.0322.docx
3/8/2022

Job Description



Position:	POOL SUPERVISOR
Reports to:	Pool Manager or Recreation Supervisor
Category:	Non-Exempt
Pay Rate:	See current adopted Salary Schedule.
Weekly Hours:	Varied (0.75 FTE), Part-Time. Not to exceed 30 hours per week.

Position Overview

Under direct supervision of the Pool Manager or Recreation Supervisor, the Pool Supervisor is responsible for assisting with the implementation of the pool program operation, including safety, supervision of staff, record keeping, programming, public relations, and maintenance of the facility. Must be able to handle situations such as emergencies, discipline problems, injuries, and other potential problems in a mature and professional manner.

Responsibilities and Duties

The list that follows is not a comprehensive list but a representative summary of the major duties and responsibilities:

- Supervision of pool staff relative to performance of the duties of each position
- Scheduling the work hours of the pool staff
- Train and select swim aides
- Conduct training, safety, and staff meetings
- Know all safety and emergency procedures concerning the pool and train staff in this area
- Delegate responsibilities to direct reports as appropriate to their respective job descriptions
- Implement a comprehensive pool program including swim lessons, recreational swim, adult swim, special groups, aqua aerobics, special events, and other pool activities
- Responsible for general maintenance of pool and equipment and immediate notification of Park Supervisor or Park Foreman in the event any problem outside of regular maintenance requirements
- Enforcement of state and county laws and ordinances and District policies and procedures regarding the health and safety of patrons and staff
- Instruct classes, perform lifeguard duties, and direct other pool programs as needed
- Complete all records and reports including pool maintenance report, site inspections, disciplinary, staff, and operation evaluations
- Approve the accuracy and signing of time sheets of all staff
- Oversee the collection of pool fees and the handling of funds
- Maintain positive community relationships and publicity of pool activities
- Keep open flow of communications between pool staff, Recreation Supervisor, and Park Supervisor
- Does related work as assigned or required

POOL SUPERVISOR

Requirements and Qualifications

Knowledge, Skills, and Abilities

Note that these requirements are representative, but not all-inclusive, of the knowledge, skill, and ability required to perform this job.

- Emergency preparedness and response and appropriate instruction of staff
- Rules and regulations governing the conduct and safety of pool use
- Methods and practices of pool cleaning, filtration, water treatment, pool and shower maintenance
- Coordinate staff schedules and instruct swim classes
- Rescue swimmers and make quick decisions in an emergency
- Supervise the conduct of patrons and staff
- Be physically fit to swim at an advanced level

Education and Experience

- One year experience in Pool Administration
- Two years of life-guarding and instruction at a public swimming pool

License and Certification

Possession of, or ability to obtain and maintain throughout the duration of employment, the following:

- Current certification in Lifeguard Training
- Water Safety Instruction
- Title 22 First Aid
- CPR for the Professional Rescuer
- Any other certificate required by the American Red Cross for this position
- A valid Class C California driver's license, maintaining an acceptable driving record with five or fewer points as assigned by the Department of Motor Vehicles

Medical Examination and Finger Printing

Successful candidates must:

- Pass District pre-employment medical examination
- Complete finger-printing and screening

Physical Requirements

- The estimated working position is standing, sitting and walking approximately 90% of the time
- Occasionally climbing stairs, ladders and crawling
- Some reaching overhead and stretching, and frequent kneeling and squatting
- Bending and occasional work on rough, uneven terrain
- Handling and dexterity
- Lifting, pushing, pulling and carrying abilities under 100 pounds
- Must be able to work for extended periods in direct sunlight
- Reasonable accommodations provided

POOL SUPERVISOR

Work Environment

The work environment described here is representative of those an employee encounters while performing the essential responsibilities and duties. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Frequent work in various weather conditions, including exposure to wet, humid, hot, or cold conditions
- Occasional work in high places
- Exposure to street/road traffic and noise
- Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock
- The noise level in the work environment is frequently loud
- Must be able to travel to locations in, around, or outside the District Boundaries
- Ability to periodically work evenings or weekends

Direct Reports

- Lifeguard Instructor, Lifeguard, Swim Aide, Recreation Leader

Benefits

Paradise Recreation and Park District provides a monthly supplement to eligible full-time employees to be applied towards the purchase of benefits, excluding employee contribution only plans.

Job Description Action

Status:	<i>Draft</i>
Date approved:	<i>TBD</i>
History	<i>Previous Pool Supervisor position approved April 2015. This version updates new job description formatting and descriptive work environment. Upon approval this new version supersedes all previous versions.</i>
Reviewed:	<i>Personnel Committee, March 22, 2022</i>

https://paradisepd.sharepoint.com/sites/HumanResources/SharedDocuments/Job.Descriptions/Proposed/Pool.Supervisor_2022.0322.docx
3/8/2022



DATE: 2/11/2022
TO: Personnel Committee
FROM: Dan Efseaff, District Manager
SUBJECT: Personnel Rules Manual Update – Rule 20 Paid Time Off

Summary

Staff have noted some challenges in the interpretation of the District's Paid Time Off (PTO) policies. Staff have prepared an early draft for Personnel Committee review.

Recommendation: Review and Discuss the Revised Rule 20 and provide direction for further changes.

1. Background

As part of the 2021 employee negotiations, staff representatives requested review of the salary scale and also to the District Paid Time Off (PTO) policy. The request may be summarized as:

- Change to the sick leave buy back policy – The current policy states the employee must have over 112 days of sick leave. They can sell up to 6 of those days of the PTO at 75% of their current rate of pay. Proposed changes are:
 - 1) Allow the employee to sell their sick PTO at 100% of employee's current rate of pay;
 - 2) Increase the number of days of total PTO accumulation.
 - 3) Allow staff to transfer sick PTO days to vacation PTO;
 - 4) Allow staff to transfer/donate their own sick PTO days in accumulation to a coworker.

Prior to this request, staff had identified the rules as needing a review and simplification. The current Rule 20 states that full-time employees shall accrue sick PTO at the rate of one (1) working day per month cumulative to maximum of 120 days (960 hours) after which no sick PTO will be earned. Part-time employees who work for PRPD for thirty (30) days or more day within a year is entitled to Sick PTO and will earn one hour per every 30 hours worked. An appointing authority shall approve PTO only after ascertaining that the absence was due to an illness or unfitness to work for medical reasons, and a health care provider certificate may be required. If an employee is absent due to a medical reason for more than ten (10) days consecutive, then a certificate from a health care provider will be required.

At the end of the year, full-time and part-time employees will have the option to sell back sick leave. To be eligible for sick leave sell back, an employee must have; (1) accrued over six (6) days of sick leave within the twelve-month period of January 1st through December 31st of the current year, or; (2) has accrued over one hundred and twelve (112) days of sick leave overall. At the employee's request, the district will purchase back a maximum of six (6) days of sick leave if the employee is eligible. The District will purchase back sick leave at a rate of 75% of the employees hourly wage. Once the sick leave sell back is processed for an employee, it may not be changed.

[[[update with PC input and suggestion to increase Bearevement to 5 days (still 3 days paid)

2. Fiscal Impact

Undetermined (may have impact if PTO rates change).

3. Committee Recommendation

Under consideration, no recommendation yet.

4. Discussion

The revised version has major changes that were too cumbersome to include as a redline version. We therefore summarize some of the changes below:

- 20.01-A Sick Paid Time Off (Full-Time)
 - Removed Part-Time Benefited
 - Current maximum is 120 days (960 hours), which reflect 10 years of employment, this seems excessive (for example Enloe caps it at 320 hours). Consider a PTO bank to be used for other purposes?
 - Changed "An appointing authority" to Supervisors

- The sell back program should be revised or removed. If revised, make it more of a reward for longevity and attendance and fit in with other policies and new caps.
- 20.01-B Sick Paid Time Off (Part-Time)
 - Dramatically simplified the language to reflect California requirements
 - Change to calendar year.
 - Simplified notification to supervisors and added other means of communication.
 - Removed approval component.
 - Changed written report to District tracking of PTO on paystubs.
- 20.01 C Sick Paid Time Off -Qualifying Events
 - a. Illness or injury, or medical appointment to the employee, spouse or domestic partner, child, parent, sibling, grandparent, or grandchild.

In addition, as part of last year's employee negotiations, staff suggested some potential changes to this rule namely: "Change to the sick leave back – 1) allow buy back at 100% of employee's current rate of pay, 2) either add more days to total accumulation or the ability to transfer days to vacation accumulation, 3) the ability to donate sick PTO to a coworker."

This could be incorporated into the next draft, however, with the substantial changes to the language, staff wanted to receive direction and feedback from the Personnel Committee.

Attachments:

- A. Personnel Rules- Section 20
- B. Personnel Rules- Section 20(Revised)

https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/_Committee.Personnel/2022/PC_22.0215/2.BOD.Personnel.Rules.Rule20.PTO.22.0121.docx

3/8/2022

Rule 20 – Paid Time Off (PTO)

20.01-A Sick Paid Time Off (Full-Time and Part-Time Benefited)

Sick Paid Time Off (PTO) for full-time and part-time benefited employees who are in their introduction period or regular period of employment. Sick PTO shall in all instances be granted subject to the following terms:

1. Full-Time employee shall accrue sick PTO at the rate of one (1) working day per month cumulative to maximum of 120 days after which no sick PTO will be earned. Part-time benefited employees will accrue a prorated portion as stated in their job description.
2. An appointing authority shall approve sick PTO only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a health care provider certificate may be required, and will be required if an employee is absent due to medical reasons for more than ten (10) work days consecutive. The health care provider certification must state:
 - Date of commencement of the serious health condition;
 - Probable duration of the condition;
 - Inability of the employee to work at all or to perform any one or more of the essential functions of his or her position because of the serious health condition.
 - If probable duration of the condition is extended, employee will be required to provide a certification stating this extension.
3. If an employee uses all of his or her accrued sick PTO, additional time off for illness will be "leave without pay", unless the employee requests accrued vacation time to be used or qualifies for other leave time as stated in these Rules.

4. Accrued Sick PTO may be used for the following leave qualifying events:
 - a. The birth of a child and in order to care for such child.
 - b. The placement of a child with the employee for adoption or foster care and in order to care for the newly placed child.
 - c. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
 - d. For an employee who is the victim of domestic violence, sexual assault, or stalking.
5. Unused Sick PTO Payback - Upon termination in good standing, a Full-Time or Part-Time Benefitted employee who has accrued more than twenty (20) days of sick PTO will be compensated for that portion in excess of twenty (20) days sick PTO at 75% of the employee's current rate of pay, up to a maximum of three thousand two-hundred (\$3,200) dollars. A retiring employee may elect to participate in the District's 457 Plan and use accrued sick PTO pay as outlined above to invest in this plan as allowed under the rules and regulations of the District's 457 Plan.
6. Sick Leave Sell Back Policy - Each year full-time and part-time benefitted employees will have the option to cumulate or sell back their sick leave accrual from the previous year under the following guidelines. The word "accrued" is defined in the Sick Leave Sell Back Policy as remaining sick leave:
 - a. To be eligible for Sick Leave Sell Back, an employee must have; (1) accrued over six (6) days of sick leave within the twelve month period of January 1st through December 31st of the current year, or; (2) has accrued over one hundred twelve (112) days of sick leave overall.

- b. At the employee's request the District will purchase back a maximum of six (6) days of sick leave if the employee is eligible. A Sick Leave Sell Back Request Form must be completed and turned into the District Manager between December 1st and December 15th if the employee wishes to apply. An employee may include any anticipated accrued sick leave up to and including December 31st of the current year in Sick Leave Sell Back Request Form. If necessary, the Sick Leave Sell Back Request Form will be adjusted on December 31st to reflect the true accrued figure.
- c. The District will only purchase back the accrued sick leave above six (6) days of the current year unless an employee has accrued over one hundred twelve (112) days of sick leave, then the employee may sell back up to the maximum six (6) days of sick leave accrued over one hundred twelve (112) days.
- d. The District will purchase back sick leave at a rate of 75% of the employee's hourly wage. The hourly wage used will be the employee's hourly wage as of December 15th of the current year.
- e. Once a check is processed for Sick Leave Sell Back, the employee may not change the request. Sick leave hours that an employee sells back to the District are used and no longer available to the employee. Money received from Sick Leave Sell Back will be taxed as income and checks will be issued the first pay period in January.

20.01-B Sick Paid Time Off (Part-Time)

Sick Paid Time Off (PTO) for part-time employees who on or after July 1, 2015, work for 30 or more days within a year from the date of commencement of employment are entitled to receive paid sick days subject to the following terms:

- 1. A part-time employee who, on or after July 1, 2015, works for the Paradise Recreation and

Park District for thirty (30) days or more days within a year is entitled to Sick PTO. For purposes hereof, a work day is any 24 hour period, 12 a.m. to 11:59 p.m., during which a part-time employees works.

2. An eligible part-time employee shall accrue Sick PTO at the rate of one hour per every 30 hours worked, beginning July 1, 2015 or at the commencement of employment after this date.
3. A part-time employee shall be entitled to use accrued Sick PTO beginning on the 90th day of his or her employment, after which day the employee may use Sick PTO as they are accrued.
4. A part-time employee may not use over twenty-four (24) hours or three days of accrued Sick PTO in each fiscal year (July 1 through June 30).
5. Accrued Sick PTO shall carry over to the following year of employment. However, a part-time employee cannot accrue over forth-eight (48) hours of Sick PTO or six days.
6. Accrued but unused Sick PTO shall be forfeited on the termination of an employee's employment. However, if a part-time employee separates from the Paradise Recreation and Park District and is rehired by PRPD within one year from the date of separation, previously accrued and unused Sick PTO shall be reinstated. The employee shall be entitled to use those previously accrued and unused Sick PTO and to accrue additional Sick PTO upon rehiring.
7. If the need to use Sick PTO is foreseeable the employee shall provide reasonable advance notification to his or her immediate supervisor. If the need to use Sick PTO is unforeseeable the employee shall provide notice of leave as soon as practicable.
8. The part-time employee must submit a written leave form, stating the hours requested or

used for Sick PTO, to his or her immediate supervisor for approval.

9. A part-time employee shall be paid for Sick PTO taken no later than the payday for the payroll period during which the approved Sick PTO was taken.
10. The part-time employee shall receive his or her current hourly wage for approved Sick PTO.
11. Once a month eligible part-time employees who qualify for Sick PTO will receive written notice that set forth the amount of Sick PTO available.
12. Sick PTO for part-time employees may be used in the following leave qualifying events:
 - a. The birth of a child and in order to care for such child.
 - b. The placement of a child with the employee for adoption or foster care and in order to care for the newly placed child.
 - c. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
 - d. For an employee who is the victim of domestic violence, sexual assault, or stalking.
13. A part-time employee may only use sick leave for work hours missed because of qualifying events.

20.02 Vacation Paid Time Off

Vacation PTO is a benefit to full-time or part-time benefited employees who are in their introduction period or regular full-time. It shall be granted on the following terms:

1. Accrual shall be computed from the date of hire:
 - a. During the first through the fifth years of compensated and continuous service, an employee shall accrue twelve (12) days of vacation PTO per year, providing that no vacation shall actually be taken until completion of the orientation period.

- b. During the sixth through fifteenth year of compensated and continuous service, an Employee shall accrue twenty (20) days of vacation PTO per year.
 - c. Beginning with the sixteenth year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty three (23) days of vacation PTO per year.
 - d. Part-time benefited employees will receive a prorated portion of vacation PTO as stated in their job description.
2. The balance of accrued unused vacation PTO for any employee shall be limited to twenty (20) days for employees with less than six years of service, and thirty-two (32) days for employees with six through fifteen years of service, and thirty-six (36) days for employees with over sixteen years of service. Accrual of vacation PTO will stop once the limit is reached and will not start again until after the unused vacation PTO accrual is below the limit.
3. Vacation PTO shall be taken with the prior approval of the appointing authority, provided that there is no reasonable basis for denial of an employee's request. Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation PTO each year.
4. Upon death, retirement, or layoff, or upon resignation from the classified service, an employee or said employee's estate shall be paid one hundred percent (100%) of the value of any accrued, unused vacation PTO. Valuation shall be on the basis of the hourly equivalent of said employee's monthly salary at the effective date of termination or resignation.

A retiring employee may elect to participate in the District's 457 Plan and use accrued

vacation PTO pay as outlined above to invest in this plan as allowed under the rules and regulations of the District's 457 Plan.

20.03 Bereavement Leave PTO

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted up to three consecutive days funeral leave with pay to make arrangements for the funeral and attend same without charge to the accumulated sick leave credits or vacation eligibility.

If additional bereavement leave is necessary, the employee may use accrued sick leave or vacation or take an authorized leave without pay, subject to the approval of the employee's immediate supervisor and the District Manager.

For the purposes of this section, the immediate family shall be restricted to father, mother, spouse, registered domestic partner, child, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.

20.04 Holidays

The following holidays are officially recognized holidays. On such holidays, an employee shall be entitled to time off with full pay if the employee is regular full-time or in their orientation period. If the employer and employee agree, the employee may work a holiday as part of a normal work week and take the holiday at another time so long as it is within the fiscal year in which the holiday falls.

1. January 1, New Year's Day; *
2. The third Monday of January, Martin Luther King Day; *
3. The third Monday in February, in observance of President's Day. *
4. The last Monday in May, in observance of Memorial Day. *

5. July 4, Independence Day. *
6. The first Monday in September, Labor Day. *
7. November 11, Veterans' Day.
8. The fourth Thursday in November in observance of Thanksgiving. *
9. The Friday following Thanksgiving. *
10. December 25; Christmas Day. *
11. Days between Christmas and New Years'. *

If New Year's Day, Independence Day, Veterans Day, or Christmas Day, falls upon a Sunday, the Monday following shall be observed as the holiday; if such foregoing date falls upon a Saturday, the preceding Friday shall be observed as the holiday.

* Part-time benefited employees are entitled to these holidays.

20.05 Rest Period PTO

All non-exempt employees who work an eight hour shift are provided two paid 10 minute Rest periods per shift; one on each approximate four-hour period before and after the meal period. Rest periods may not be combined or added to an employee's meal period. Rest periods are paid as time worked and employees must remain on the premises during the 10 minute rest period and return to work promptly.

Nursing mothers are encouraged to use this time, in a private place, to express breast milk. If this is not possible, nursing mothers are authorized to take a reasonable amount of unpaid break time in a private place to express breast milk.

Employees are to adhere to District policies and to use discretion in their activities during rest periods.

20.06 Jury and Witness PTO

An employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive PTO for such purpose on the terms that follows:

1. Regular full-time employees will be paid the difference between regular straight-time pay and the jury pays for each day of work missed due to jury duty. In addition, exempt employees will be paid their full salary for any work week interrupted by jury service.
2. The employee shall receive PTO provided that any witness fees or jury fees are assigned to PRPD.
3. You must present your jury summons to your supervisor as soon as you receive it. You shall report to work during hours or days that your presence is not required on the jury panel. An employee who does not work when available will not receive pay for the day and discipline action may be taken.
4. In the event the volume of work or the expressed nature of your position necessitates it, a request for postponement of jury service can be made. If you and the PRPD believe that it is necessary we will assist you, if possible, in requesting a postponement. It is every employee's obligation and duty to serve jury duty. We encourage you to do so and would like to be able to schedule it when our work load best permits you to fulfill your duty.

Acting as a Witness

You may be required by law to appear in court as a witness. The PRPD provides regular full-time employees paid time off for this purpose provided that witness fees are assigned to the District. We ask that you give your supervisor as much advance notice, as possible, of when you will be absent.

If called as a witness in litigation in which the PRPD is a party, or to testify in an official capacity as a PRPD employee, the employee shall receive PTO and an allowance for any necessary travel, provided that any witness fees are assigned to the PRPD.

20.07 Voting PTO

In the event that an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular work shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours. Under these circumstances an employee will be allowed a maximum of two hours on the Election Day without loss of pay. Where possible, the employee shall give his or her supervisor at least two days notice that time off to vote is needed.

20.08 Administrative Time Off

All exempt employees shall receive administrative time off during the fiscal year (July 1 through June 30). Administrative time off per category is as follows:

- District Manager and Assistant District Manager 76 hours per fiscal year

Administrative time off does not accrue from year to year and must be used before the end of each fiscal year. Exempt employees shall request administrative time off in advance, in writing, to be approved by the District Manager.

Upon separation, eligible employees are paid for the earned but unused Administrative time off.

Rule 20 – Paid Time Off (PTO)

20.01-A Sick Paid Time Off (Full-Time)

Sick Paid Time Off (PTO) for full-time employees shall in all instances be granted subject to the following terms:

1. Full-Time employee shall accrue sick PTO at the rate of one (1) working day per month cumulative to maximum of **120 days (960 hours)** after which no sick PTO will be earned.
2. Supervisors shall approve sick PTO only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a health care provider certificate may be required, and will be required if an employee is absent due to medical reasons for more than ten (10) consecutive workdays. The health care provider certification must state:
 - o Date of commencement of the serious health condition;
 - o Probable duration of the condition;
 - o Inability of the employee to work at all or to perform any one or more of the essential functions of his or her position because of the serious health condition and a release to work.
 - o If probable duration of the condition is extended, employee will be required to provide a certification stating this extension.
3. If an employee uses all of his or her accrued sick PTO, additional time off for illness will be "leave without pay", unless the employee requests accrued vacation time to be used or qualifies for other leave time as stated in these Rules.
4. **Sick Leave Sell Back Policy** - Each year full-time employees will have the option to sell back their sick leave accrual from under the following guidelines.
5. To be eligible for Sick Leave Sell Back, an employee must have:
 - a. (1) accrued over six (6) days of sick leave within the calendar year, or;
 - b. (2) has accrued over one **hundred twelve (112) days (896 hours)** of sick leave overall.
 - c. Submit a completed Sick Leave Sell Back Request Form and turn into the District

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Manager between December 1st and December 15th. If necessary, the form may be adjusted to reflect anticipated accrued sick leave up to December 31st of the current year.

6. The District will only purchase back the accrued sick leave above six (6) days of the current year unless an employee has accrued over one hundred twelve (112) days of sick leave, then the employee may sell back up to the maximum six (6) days of sick leave.
7. The District will purchase back sick leave at a rate of 75% of the employee's hourly wage. The hourly wage used will be the employee's hourly wage as of December 15th of the current year.
8. Once a check is processed for Sick Leave Sell Back, the employee may not change the request. Sick leave hours that an employee sells back to the District are used and no longer available to the employee. Money received from Sick Leave Sell Back will be taxed as income and checks will be issued the first pay period in January.
9. Unused Sick PTO Payback - Upon termination in good standing, a Full-Time employee who has accrued more than twenty (20) days of sick PTO will be compensated for that portion in excess of twenty (20) days (96 hours) sick PTO at 75% of the employee's current rate of pay, up to a maximum of three thousand two-hundred (\$3,200) dollars.

Commented [CM1]: 20 days times 8 hours = 160 hours not 96

A retiring employee may elect to participate in the District's 457 Plan and use accrued sick PTO pay as outlined above to invest in this plan as allowed under the rules and regulations of the District's 457 Plan.

20.01-B Sick Paid Time Off (Part-Time)

Sick Paid Time Off (PTO) for part-time employees will follow current State of California laws. At the time of this revision (1/31/2021), this amounted to 3 days (24 hours) for part-time employment.

1. A part-time employee may not use more than the current requirements in each calendar year (January 1 through December 31). Accrued Sick PTO shall not carry over to the following year of employment but will be replenished annually.
2. Accrued but unused Sick PTO shall be forfeited on the termination of an employee's employment. However, if a part-time employee separates from the District and is rehired within one year from the date of separation, previously accrued and unused Sick PTO shall be reinstated.

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- 3. The part-time employee:
 - a. Must (if foreseeable) notify their supervisor verbally or in writing (email or other electronic means are acceptable), stating the hours requested or used for Sick PTO, to his or her immediate supervisor. If the need to use Sick PTO is unforeseeable the employee shall provide notice of leave as soon as practicable.
 - b. Will receive his or her current hourly wage for approved Sick PTO.
 - c. May only use sick leave for work hours missed because of qualifying events.
 - d. Must submit a timesheet approved by their supervisor and will be paid according to the timesheet and payroll schedule.
- 4. The District will track the amount of Sick PTO available and used on employee paystubs.

20.01-C Sick Paid Time Off -Qualifying Events

- 1. Accrued Sick PTO may be used for the following leave qualifying events:
 - a. Illness or injury, or medical appointment to the employee, spouse or domestic partner, child, parent, sibling, grandparent, or grandchild.
 - b. The birth of a child and in order to care for such child.
 - c. The placement of a child with the employee for adoption or foster care and in order to care for the newly placed child.
 - d. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member.
 - e. For an employee who is the victim of domestic violence, sexual assault, or stalking,

20.01-D, Sick Paid Time Off -Donation Program,

e- **Consider options.**

20.02 Vacation Paid Time Off

Vacation PTO is a benefit to full-time employees who have completed their orientation period and will be granted on the following terms:

Adopted by PRPD Board of Directors on ____ ~ Effective ____
Revision: February 11, 2022

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[[[Current]]]

Service Years	Vacation PTO Rate (days/year)	Total Accrual Limit (days)
1-5	12	20
6-15	20	32
16+	23	36

[[[Recommended?]]]

Service Years	Vacation PTO Rate (days/year)	Total Accrual Limit (days)
1-5	12	24
6-15	20	40
16 -20	23	46
20+	25	50

1. Accrual will be computed from the date of hire.
2. Accrual of vacation PTO will stop once the limit is reached and will not start again until after the unused vacation PTO accrual is below the limit.
3. Vacation PTO shall be taken with the prior approval of the employees' supervisor, provided that there is no reasonable basis for denial of an employee's request. The Supervisor shall be responsible for ensuring that employees have the opportunity to take vacation PTO each year. If opportunities to take vacation PTO are not available, the employee may petition in writing to the District Manager for a temporary (not to exceed 12 months) expansion of the total accrual limit explaining the reasons for the request and plan to take vacation.
4. The employee will ensure that the vacation request appears on the District's vacation calendar to help communicate the absence and allow for staffing changes.
5. Upon death, retirement, or layoff, or upon resignation from the classified service, an employee or said employee's estate shall be paid one hundred percent (100%) of the value of any accrued, unused vacation PTO. Valuation shall be on the basis of the hourly

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equivalent of said employee's monthly salary at the effective date of termination or resignation.

A retiring employee may elect to participate in the District's 457 Plan and use accrued vacation PTO pay as outlined above to invest in this plan as allowed under the rules and regulations of the District's 457 Plan.

20.03 Bereavement Leave PTO

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted up to three consecutive days funeral leave with pay to make arrangements for the funeral and attend same without charge to the accumulated sick leave credits or vacation eligibility.

If additional bereavement leave is necessary, the employee may use accrued sick leave or vacation or take an authorized leave without pay, subject to the approval of the employee's immediate supervisor and the District Manager.

[[[move to definitions?]]] For the purposes of this section, the immediate family shall be restricted to father, mother, spouse, registered domestic partner, child, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.

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20.04 Holidays

The following holidays are District recognized holidays. On such holidays, full-time employees shall be entitled to time off with full pay. If the employer and employee agree, the employee may work a holiday as part of a normal work week and take the holiday at another time so long as it is within the fiscal year in which the holiday falls.

1. January 1, New Year's Day;
2. The third Monday of January, Martin Luther King Day;
3. The third Monday in February, in observance of President's Day.
4. The last Monday in May, in observance of Memorial Day.
5. July 4, Independence Day.
6. The first Monday in September, Labor Day.

7. November 11, Veterans' Day.
8. The fourth Thursday in November in observance of Thanksgiving.
9. The Friday following Thanksgiving.
10. December 25; Christmas Day.
11. Days between Christmas and New Years' Day.

If New Year's Day, Independence Day, Veterans Day, or Christmas Day, falls upon a Sunday, the Monday following shall be observed as the holiday; if these holidays fall upon a Saturday, the preceding Friday shall be observed as the holiday.

20.05 Rest Period PTO

All non-exempt employees who work an eight-hour shift are provided two paid 10-minute Rest periods per shift; one on each approximate four-hour period before and after the meal period. Rest periods may not be combined or added to an employee's meal period. Rest periods are paid as time worked and employees must remain on the premises during the 10-minute rest period and return to work promptly.

Nursing mothers are encouraged to use this time, in a private place, to express breast milk. If this is not possible, nursing mothers are authorized to take a reasonable amount of unpaid break time in a private place to express breast milk.

Employees are to adhere to District policies and to use discretion in their activities during rest periods.

20.06 Jury and Witness PTO

An employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive PTO for such purpose on the terms that follows:

1. Regular full-time employees will be paid the difference between regular straight time pay and the jury pays for each day of work missed due to jury duty. In addition, exempt employees will be paid their salary for the time interrupted by jury service.
2. The employee shall receive PTO provided that any witness fees or jury fees are assigned to PRPD.

3. You must present your jury summons to your supervisor as soon as you receive it. You shall report to work during hours or days that your presence is not required on the jury panel. An employee who does not work when available will not receive pay for the day and discipline action may be taken.
4. In the event the volume of work or nature of your position necessitates it, a request for postponement of jury service can be made. If you and the PRPD believe that it is necessary we will assist you, if possible, in requesting a postponement. It is every employee's obligation and duty to serve jury duty. We encourage you to do so and would like to be able to schedule it when our workload best permits you to fulfill your duty.

Acting as a Witness

You may be required by law to appear in court as a witness. The PRPD provides regular full-time employees paid time off for this purpose provided that witness fees are assigned to the District. We ask that you give your supervisor as much advance notice, as possible, of when you will be absent.

If called as a witness in litigation in which the PRPD is a party, or to testify in an official capacity as a PRPD employee, the employee shall receive PTO and an allowance for any necessary travel, provided that any witness fees are assigned to the PRPD.

20.07 Voting PTO

In the event that an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to enable him or her to vote. Such time off shall be taken at the beginning or the end of the regular work shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours. Under these circumstances an employee will be allowed a maximum of two hours on the Election Day without loss of pay. Where possible, the employee shall give his or her supervisor at least two days notice that time off to vote is needed.

20.08 Administrative Time Off

All exempt employees shall receive administrative time off during the fiscal year (July 1 through June 30). Administrative time off is 80 hours per fiscal year. Administrative time off does not accrue from year to year and must be used before the end of each fiscal year. Exempt employees shall request administrative time off in advance, in writing, to be approved by the District Manager.

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Upon separation, eligible employees are paid for the earned but unused Administrative time off.