

Agenda Item: 6.

MEMORANDUM

TO: Personnel, Legislative and Public Affairs Subcommittee

SUBJECT: Amendments to the District's Employee Handbook

DATE: December 29, 2014

FROM: Jean Tait, Administrative Coordinator

=====

The writer met with Michealle Baumert, Husch Blackwell to conduct a review of the District's Employee Handbook. Attached for your consideration is an amended version in "redlined" of the amendments to the Employee Handbook, as recommended by management and District's Legal counsel. Legal Counsel's comments are noted in the right margin of the document. A brief outline of the proposed changes follows.

1. Welcome Page (page 1) – Housekeeping changes and adds employment at-will statement.
2. Employment Qualifications (page 7) – Housekeeping changes, adds wording that the District will select the most qualified person for each position, and misrepresentation or omissions made on employment application records could result in non-consideration or termination.
3. Probationary Period (page 7) – Adds that successful completion of the probationary period does not alter the at-will employment relationship between the employee and the District.
4. Harassment and Discrimination (page 8) – Housekeeping change moving the policy to the front of the Handbook.
5. Exempt/Salaried (page 10) – Housekeeping changes and adds that deductions can be made for personal leave when vacation and sick leave is exhausted, for jury or military leave or for disciplinary suspensions for violations of District workplace or safety policies.
6. Tardiness (page 12) – Adds that excessive tardiness could result in termination of employment.
7. Absences (page 12) – Shortens the no call/no show policy from 3 days to 2 days.
8. Formal Grievance Procedure (page 15) – Adds that the Formal Grievance Procedure is not intended to cover report of workplace discrimination or harassment.
9. Family and Medical Leave Act Leaves (page 20) – Housekeeping changes and updates the requirements to comply with Nebraska State Law.

10. Annual Leave/Vacation Leave (page 22) – Updates the terminology from annual leave to vacation leave.
11. Compensatory Leave (page 23) – Adds that compensatory time off is based on the District's needs and requires approval by the General Manager.
12. Sick Leave (page 23-24) – Clarifies that sick leave is intended to care for the needs of his/her ill "immediate family".
13. Jury Duty (page 24) – Adds that a copy of the summons/subpoenas for jury service or to testify as a witness in a criminal case must be provided to the Employer.
14. Flexible Benefits Plan (page 26) – Eliminate specific dollar amounts that would require additional policy changes.
15. General Work Regulations (page 32) – Changes the progressive disciplinary policy, so that the 1, 2, 3 rule of discipline doesn't necessarily have to be for the same violation.
16. Debts – Garnishments (page 33) – Delete the paragraph.
17. Solicitations (page 33) – Housekeeping changes eliminating policy exceptions.
18. Smoking and Tobacco Use (page 33) – adds references to electronic cigarettes and vaping.
19. Attire (page 34) – Update that Employees are required to pay taxes on the fair market value of any non-safety related attire.
20. Employee Verification and Acknowledgement Form (page 43-44) – Updates the requirements for employee acknowledgement form.
21. Drug-Free and Alcohol-Free Workplace – Employee Handbook Attachment 1 (page EHA1-1 through EHA1-13) – Housekeeping updates and changes to the requirements for employee acknowledgement form.
22. Safety Manual – Employee Handbook Attachment 2 – Delete the attachment and reference the District's Safety Manual as Appendix J as required.
23. Pay Program Administration Manual – Employee Handbook Attachment 3 – Delete the attachment and reference the District's Pay Program Administration Manual as Appendix C as required.
24. Family and Medical Leave and Family Military Leave Policies – Employee Handbook Attachment 4 – Delete the attachment and reference the Family and Medical Leave and Family Military Leave Policies as Appendix V. Replace Appendix V with the proposed Policy.

It is recommended that the PLPA Subcommittee recommends to the Board of Directors that the amendments to the Papio-Missouri River NRD Employee Handbook be adopted, and that the changes be incorporated into the District's Policy Manual.

PAPIO-MISSOURI RIVER NRD

EMPLOYEE HANDBOOK

Updated: ~~December 2012~~ January 2015

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
An Equal Opportunity Employer

W E L C O M E

The Papio-Missouri River Natural Resources District takes this opportunity to extend to you, our employee, a warm WELCOME!

Mutual understanding is vitally important to the success of any enterprise. To provide a basis for developing mutual understanding, this Employee Handbook contains many of the policies, rules, and procedures by which the District generally operates. ~~You should~~It will serve the best interests of everyone concerned if you study and retain this Employee Handbook for future reference, ~~as you will be.~~ ~~Each employee is~~ responsible ~~forte~~ understanding and complying with the District's policies, rules, and procedures throughout ~~your~~their employment. Failure to abide by the District's policies, rules, and procedures may result in disciplinary action, up to and including termination of employment.

The policies, rules, and procedures contained in this Employee Handbook supersede all previous District policies, rules, and procedures and apply to you regardless of your date of hire. After reading this Employee Handbook you ~~must~~should sign the "Employee Verifications Form" at the end and give it to the Administrative Coordinator. ~~Even if you do not sign the form,~~ Your decision to continue working for the District is conditioned upon evidence your agreement to be bound by the terms of this Employee Handbook and the District's current and future policies, rules, and procedures.

In writing this Employee Handbook we have tried to avoid legal words and phrases as much as possible. This Employee Handbook was written for our employees as a matter of information only. It is not a contract between the District and any employee for employment for a specific duration, or any other purpose. New situations develop constantly and the District reserves the right to change, suspend, or cancel any part of this Employee Handbook and/or its policies, rules, or procedures as circumstances (in the sole discretion of the District's General Manager) warrant, with or without notice to employees.

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All employees of the District are employed at-will, meaning that either the employee or the District may terminate the employment relationship at any time and for any (or no) reason. No District representative has the authority to make any promise or agreement which is inconsistent with this Employee Handbook or any of the District's policies, rules, or procedures without the express, written approval of the General Manager. ~~All employees of the District are employed at-will, meaning that either the employee or the District may terminate the employment relationship at any time and for any (or no) reason.~~ Likewise, no manager, supervisor, or representative of the District has the authority to enter into an agreement with an employee for employment for any specified time, and any such agreement or terms will be unenforceable, unless they are in a writing signed by the employee, the General Manager, and the Administrative Coordinator. Employees of the District have no property right or interest in their employment or any term of their employment.

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There are employee benefit documents (insurance policies and plan documents) containing more complete information. You should refer to those documents and not rely upon this Employee Handbook with respect to any specific benefit, especially a benefit which is provided through insurance or is governed by a plan document because the terms of the insurance policy or plan document supersede the terms of this Employee Handbook in the event of any inconsistency. All benefits are subject to the employee meeting whatever eligibility requirements, qualifications, and conditions are set forth in the insurance policies and plan documents.

~~This Handbook is the District's property, and is to be returned to the District upon termination of your employment, along with all copies of it.~~

Please speak with your supervisor or the Administrative Coordinator if you have a question after reading this Employee Handbook.

WORKING TOGETHER FOR A BETTER FUTURE

YOU WANT

OPPORTUNITY	A chance to learn, grow, and be fairly paid for what you do.
RECOGNITION	Acknowledgment of your abilities and appreciation for your efforts through recognition as an individual and advancement within the District.
SECURITY	A steady, responsible job to provide for you and your family's future.
TO BELONG	The satisfaction of being a part of an organization that is vitally important to the community, and knowing that you are a valued member of the team.

WE WANT

RESULTS	Accomplishing that which you are paid to do, and taking pride in doing so.
TEAMWORK	Working with management and coworkers to combine efforts for the benefit of all--the District, the employees, and the community. Realizing that we can accomplish more together than we can individually.
GOOD EMPLOYEES	Employees who know their jobs, who accept responsibility, who are happy and enthusiastic about what they do, and who help us accomplish our mission.
A JOB WELL DONE	Doing your job to the very best of your ability. To excel and not just "get by." Respectfully letting us know how we can improve the District and serve the community.

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EMPLOYEE HANDBOOK (EH) ATTACHMENTS

EH Attachment 1 - Drug-Free & Alcohol-Free Workplace Policy
EH Attachment 2 - Safety Manual

EH Attachment 3 - Pay Program Administration Manual
EH Attachment 4 - Family and Medical Leave and Family Military Leave Policy

PERSONNEL POLICIES

This section of your Handbook covers the policies, procedures and rules relating to your job. Familiarity with the contents will make you aware of what is expected of you, as well as what you can expect from the District.

EMPLOYMENT QUALIFICATIONS:

All persons 18 years of age or older are eligible to apply for employment. All applicants and employees will be treated fairly and no individual will be discriminated against or given preference in any term, condition, or privilege of employment because of race, religion, national origin, sex, age, color, marital status, military/veteran status, genetic information, disability (if the individual is otherwise qualified to perform the essential functions of the job, with reasonable accommodations if necessary), or any other category protected by applicable local, state, or federal law. It is our policy to select the most qualified person for each position, whether that is a new hire, a transfer to another position, or a promotion.

Comment [HW2]: There is 8th Circuit precedent that indicates having language such as this will allow the company to place the most qualified individual in a position, rather than being required by the ADA to place a disabled employee unable to perform in his current position in an open position for which there is a more qualified candidate.

Each applicant for employment must complete an application form in the fullest, most accurate manner possible. Since this information is used as fact for hiring, employment, and on all records, any misrepresentations, falsifications, or material omissions on the application may result in exclusion of the individual from further consideration for employment, or if the person has been hired, termination of employment. ~~of this information may result in discharge.~~

Before entering employment with the District, a background investigation and pre-employment drug test will be required of all individuals who receive a conditional job offer. Assuming the background investigation is satisfactory and the pre-employment drug test is negative, a pre-employment medical examination by a licensed physician will be required to determine the individual's ability to perform the essential functions of the position (with reasonable accommodations if necessary) for which they have applied. Such examinations shall be at the expense of the District.

PROBATIONARY PERIOD:

A new employee is on probation during the first ninety (90) calendar days of employment. During this period of employment, the employee must demonstrate good quality and quantity of work, as well as cooperation and teamwork. In addition, the employee must show a strong interest in doing his/her job. At the end of the probationary period, or earlier if necessary, an evaluation shall be conducted to determine whether the employee is sufficiently well-suited to the job to continue employment by the District; employees discharged during or at the end of the probationary period shall not have recourse to the grievance procedure. The probationary period may be extended in the discretion of the General Manager.

After satisfactory completion of the probationary period, the individual becomes a regular District employee with the anniversary date being the original date of hire. Successful completion of the probationary period and continued employment thereafter does not alter the at-will employment relationship between the employee and the District.

HARASSMENT AND DISCRIMINATION:

Professionalism and respect for each individual's privacy and dignity are essential to the reputation and success of the District. Behavior which is inconsistent with these principles is not acceptable and will not be tolerated. More specifically, any form of harassment or discrimination on the job or related to the job -- including that based on sex, race, religion, national origin, age, color, marital status, military/veteran status, genetic information, or disability, or any other category protected by applicable federal, state, or local law, is absolutely prohibited and may result in severe corrective action, possibly including discharge from employment.

Harassment is a form of discrimination and is broadly defined to include any conduct which is personally demeaning or offensive, and tends to equate a person's worth to their gender, race, religion, national origin, age, color, marital status, military/veteran status, genetic information, or disability, or any other category protected by law, rather than their ability to perform their jobs and contribute to the success of the District. Without limiting the breadth of this definition, harassment specifically includes:

1. Sexual harassment in any form. Sexual harassment is defined by federal regulations as follows:

"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."

Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity to physical assault. Examples of some of the kinds of conduct included in the definition of sexual harassment are:

Sexual relations, sexual contact, unwanted physical contact, or threats or intimidation of sexual relations or sexual contact which are not welcome and freely and mutually agreeable to both parties;

Continual or repeated remarks with sexual implications, placing sexually suggestive objects or pictures in the work area, or propositions of a sexual nature; and,

Threats or insinuations that the person's employment wages, promotional opportunities, job assignments or other conditions of employment may be adversely affected by not submitting to sexual advances or promises or insinuations that any conditions of employment may be favorably affected by submitting to sexual advances.

It is important to note that sexual harassment does not have to involve conduct of a sexual nature in order to constitute improper behavior. For example, abusive, offensive, or demeaning behavior that is directed to members of one gender only (whether male or female) may be deemed a form of sexual harassment, even though the conduct was not motivated by sexual desire or gratification. In addition, harassment of a male by another male, or a female by another female also constitutes a form of sex discrimination.

The fact that no objection is voiced or the other person seems to be “going along” does not mean the conduct is acceptable. In the interest of avoiding sexual harassment and maximizing the professionalism of this organization, extra care should be taken to prevent matters of a sexual nature from becoming part of our working environment.

2. Harassment on the basis of any other category protected by law. As with sexual harassment, any conduct which could be offensive and create an intimidating, hostile, or offensive working environment on the basis of race, religion, national origin, age, color, marital status, military/veteran status, genetic information, disability, or any other category protected by federal, state, or local law is improper and strictly prohibited. This could include, for example, racial epithets and religious jokes.

Reporting Harassment and/or Discrimination

An employee who believes that he or she has been harassed or discriminated against by a supervisor, co-worker, Director, vendor, or any other person in the workplace, or who has witnessed harassment of, or discrimination against, an employee, should tell the person doing the harassing or discriminating, politely but firmly, that such conduct is unacceptable, unless this places the employee in danger. Additionally, and at a minimum, a report of harassment or discrimination must be brought to the Administrative Coordinator or General Manager. If the Administrative Coordinator or General Manager to whom the complaint can be voiced, please bring your complaint to any other member of management. The worst alternative is to do nothing and allow the situation to continue.

All reports of harassment or discrimination will be promptly and thoroughly investigated; if the report is found to be justified, corrective action appropriate to the circumstances will be taken. All reports and all information given during an investigation will be treated as confidentially as possible, subject to the need to conduct a full and fair investigation, and to inform those individuals who will be involved in any corrective action.

Under no circumstances will any person who in good faith reports harassment or discrimination, or assists in its investigation, be subject to any form of retribution or retaliation. Any person who makes or participates in such retribution or retaliation, directly or indirectly, will be subject to severe corrective action.

DEFINITION OF EMPLOYEES:

- **Full-Time Employee:** Any employee who has completed their probationary period and is regularly scheduled to work thirty-seven and one-half (37-1/2) or more hours per week, unless the probationary period is extended.
- **Probationary Employee:** Any employee in their first ninety (90) calendar days of employment, or longer if probation is extended.
- **Part-Time Employee:** An employee who is regularly scheduled to work less than thirty-seven and one-half (37-1/2) hours per week on a regular basis.
- **Temporary Employee:** An employee hired with expectation that employment will be short-term, such as for seasonal work or on an “as-needed” basis.

Exempt/Salaried: An employee who is employed in a position which is exempt from overtime requirements by law. Exempt employees work all hours required to fully and properly perform the job, and do not receive overtime pay. The only exception will be if exempt employees receive extra pay for Emergency Operations work. Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. Subject to certain exceptions, if the predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work, and, Subject to certain exceptions, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. ~~If the District makes deductions from an employee’s predetermined salary, e.g., because of the operating requirements of the District, that employee is not paid on a “salary basis.” If the employee is ready, willing and able to work, deductions may not be made for time when work is not available. In certain instances, deductions may be made for personal leave when vacation or sick leave is exhausted, for jury or military leave, disciplinary suspensions for violations of the District’s safety or workplace conduct rules, or in the first or last week of employment, if the employee works less than a full week.~~ It is the District’s policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state laws. Therefore, the District prohibits any improper deductions from the salaries of exempt employees. ~~The District wants employees to be aware of this policy and that it does not allow deductions that violate the FLSA.~~ If an employee believes that an improper deduction has been made from his/her salary, the employee should immediately report this information to the District. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made and the District will make a good faith commitment to comply in the future with the terms of this policy so that improper deductions will not be taken in the future.

Non Exempt/Hourly: An employee whose pay is computed on an hourly basis, for all hours actually worked. Non-exempt employees are eligible for overtime pay at the rate of time and a half (1-1/2 times regular hourly rate) for all hours actually worked in excess of forty (40) hours during any work week. Non-exempt/hourly employees are not authorized to work “off the clock.” They shall record, and be paid for, all hours actually worked.

All employee classifications shall be determined by District management and may be Changed from time to time as warranted by the circumstances. The employee’s official classification maintained by District management shall be controlling, regardless of the hours worked in any individual week.

PROMOTIONS: A promotion is based on each individual’s performance record and involves an increase in the amount of responsibility undertaken. The District’s policy is to promote from within whenever possible and to select on a merit basis the employee best qualified and most deserving to fill each job vacancy or new position. Employees seeking promotion will be considered on the strength of many factors including: qualifications, job knowledge, capacity for further responsibility, ability, leadership potential, working relationships, length of service, past performance and employment record.

PERSONNEL RECORDS:

It is important for the District to have accurate records for every employee. You must advise your supervisor and the Omaha office of any changes in the following types of information:

- | | |
|--|---|
| <input type="checkbox"/> Address | <input type="checkbox"/> Next of Kin |
| <input type="checkbox"/> Name | <input type="checkbox"/> Change of Beneficiary |
| <input type="checkbox"/> Telephone Number | <input type="checkbox"/> Person to Notify in an Emergency |
| <input type="checkbox"/> Marital Status | <input type="checkbox"/> Number of Dependents |
| <input type="checkbox"/> Physician’s Name & Phone Number | <input type="checkbox"/> |

Employee health or medical-related records will be maintained separate from the personnel records and will be subject to more strict confidentiality rules. Except as otherwise required by law, employee health records will not be available to District personnel other than the General Manager, persons responsible for creating and/or maintaining employee health records, and supervisors/department heads if they have a need to be apprised of restrictions on an employee’s work duties, accommodations for an employee’s disability, or possible emergency conditions involving the employee’s health condition.

PERSONNEL FILE UP-DATE: Employees are requested to keep the District advised of any additional training, educational courses completed, civic activities, etc. This information will be placed in the employee’s personnel file for reference when considerations for promotion are made.

PAY ADJUSTMENTS: Pay adjustments are based on an employee’s job performance and the current Pay Program Administration Manual. Any questions you may have concerning your wage and pay adjustments should be addressed to your supervisor.

COMPENSATION FOR TEMPORARY DUTY: If an employee temporarily serves in the capacity of a higher grade position for an extended period of time (minimum of three months or 60 working days, consecutively), the General Manager shall have the authority to provide additional compensation to that employee for that period according to the general guideline of one-half the difference between the midpoints for the salary grade of the higher grade position and the employee's position.

TARDINESS: Consistent and timely attendance is vital for each employee to adequately perform his or her job functions. Employees are expected to be at their work stations at their designated work time. If you must be late, make every effort to notify your supervisor. Excessive tardiness may result in disciplinary action, up to and including termination of employment.

ABSENCES:

Regardless of your reason for absence, always notify your office or supervisor as soon as possible. If you are unable to call your office or supervisor, you are responsible for having someone do so for you . . . and,

1.3. Always give the specific reason for your absence; and,

2.4. Notify your office or supervisor when you expect to return.

Excessive or unwarranted absenteeism will result in dismissal. If you are absent for ~~three-two~~ (32) consecutive working days without notifying your office or supervisor, and without approved leave of absence, you will be considered to have voluntarily resigned.

An UNEXCUSED absence will be considered as leave without pay, and paid sick leave, vacation, or other paid time off may not be used. When a person does not call their office or supervisor when they are absent, even if they are ill, it shall be considered an UNEXCUSED absence.

An EXCUSED absence is an absence approved by your supervisor for reasons recognized as valid by the employer, and for which available ~~vacation~~ annual leave, sick leave or other paid time off may be used. The following reasons are generally considered valid: Personal illness; death in the family; illness in the family (when the employee is needed at home); accidents - on or off the job.

Use and accrual of vacation leave, sick leave, and other paid time off is set forth in the "Employee Benefits" section, below.

TIME RECORDS:

Each employee is required to record daily work activities and submit this report every week. At the beginning of each reporting period, employees will receive a weekly work report for this purpose. This weekly work report contains space designated for the recording of:

1. Total hours worked daily.

Comment [MB4]: You could shorten this no call/no show policy to two (2) days. I have many clients that have chosen to utilize the shorter timeframe.

2. Total hours worked on a particular program, project or miscellaneous activity (each activity, program or project has been assigned an individual work number).
3. A short description of work performed and equipment use number when appropriate.

HOURS OF WORK:

For full time employees, the basic work day shall consist of seven and one-half (7-1/2) hours or eight (8) hours; and the basic work week shall consist of thirty-seven and one-half (37-1/2) hours or forty (40) hours, depending on your job description.

The Omaha office hours shall be 8:00 a.m. - 4:30 p.m., Monday through Friday. Field offices will be open 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 4:30 p.m.

OVERTIME:

All employees of the District classified as hourly employees (non-exempt) will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate for work in excess of forty (40) hours in any work week. Regular pay rates will be paid for work of less than forty (40) hours. A work week is defined as the period from 12:00 a.m. on Sunday midnight to the following Saturday at 11:59 p.m. ~~Sunday-midnight~~. Work is defined as only those hours in the work week during which the employee is actually working on the job, and shall not include any hours for which paid or unpaid leave was used.

Overtime work will generally be distributed as fairly and as practicable among qualified available employees within each classification in a department. A record of overtime hours worked by each employee will be kept.

All overtime must be authorized by your supervisor in advance. All employees may be required to work overtime from time to time.

EMERGENCY OPERATIONS WORK:

The District will compensate all employees of the District, except the General Manager, for Emergency Operations Work in accordance with the overtime pay policy.

It shall be the policy of the District to allow reimbursement to employees for meals and other actual expenses incurred while on Emergency Operations Work for the District. An employee must work a complete full shift, (i.e., 8 hours) either during normal office hours or an assigned work period and an additional two (2) hours to be eligible for reimbursement for a meal. Meal expense shall be reimbursed at a rate per meal established by the District for employees working more than a ten (10) hour work period. This will be paid only if submitted for payment by the employee on an Expense Claim form.

LUNCH BREAKS: Lunch breaks for employees may vary from one-half hour to one hour, as designated in your job description and approved by your Supervisor. This includes going from and to work stations.

PAY PERIOD - PAY DAY: Payroll periods shall consist of a two (2) week period, with payments made every other Friday via automatic deposit to a financial institution of the employee's choice. Payroll automatic deposit is mandatory for all ~~District~~^{P-MRNRD} employees.

PAYROLL DEDUCTIONS: We are required by Federal and State laws to make certain deductions from your earnings. Tax deductions are turned over to the proper government department by the District. The records of your tax deductions are noted on each payroll statement. Tax deductions are based on the number of dependents you declare. Employees are responsible for properly completing their own W-4 forms, and notifying the Accounting Department whenever, due to family changes or otherwise, they wish to change their declared exemptions.

Deductions will include:

- ☐ Social Security (FICA)
- ☐ Medicare portion of FICA (MEDFICA)
- ☐ Federal Withholding Tax
- ☐ State Withholding Tax
- ☐ Retirement Program
- ☐ Other deductions required by law

Voluntary deductions may include:

- ☐ Group Health Insurance for Dependents
- ☐ Retirement Program (additional individual contribution)
- ☐ United Way
- ☐ Supplemental Insurance (AFLAC)
- ☐ Dependent Life Insurance
- ☐ Savings Bond Program
- ☐ Flexible Benefits Plan

RESIGNATION:

You should notify your supervisor as soon as possible of your decision to resign. Two (2) calendar weeks advance written notice is required in order for the employee to be deemed to have resigned in good standing. Employees who do not resign in good standing will not be paid any of their accrued but unused sick leave upon separation. Employees who resign in good standing will be paid 25% of their accrued but unused sick leave.

An employee who is re-employed will be considered the same as any other new employee for the purpose of all employee classifications and must serve the usual probationary period.

RETIREMENT:

In preparation for retirement from the District, an employee should notify his/her immediate supervisor and the Administrative Coordinator, in writing, of their retirement date. This notice must be given at least thirty (30) calendar days prior to the retirement date in order

for the employee to be deemed to have retired in good standing. Employees who do not retire in good standing will not be paid any of their accrued but unused sick leave upon retirement. Employees who retire in good standing will be paid 25% of their accrued but unused sick leave.

It is important for employees who intend to retire to continue to work until their retirement date so they can train their successor and ensure a smooth transition. Therefore, in order for an employee to retire in good standing with the District, the employee must also work all of their scheduled days/hours from the date they provide their retirement notice until the date they actually retire. The only exception will be the employee's use of ~~vacation~~ annual leave during this timeframe which has been approved in writing by the employee's supervisor and either the Administrative Coordinator or the General Manager.

SUGGESTIONS: The management of the District does not pretend to know the best answers to every problem. There may be a better way to do each job. We earnestly ask all employees who have ideas or suggestions for the improvement of the District to feel free to offer them, preferably in writing, to their supervisor.

YOUR SUPERVISOR: Your supervisor is responsible for the on-the-job well being of those who report to him/her. It is part of your supervisor's job to see that your working conditions are satisfactory, that your questions are answered, that you are informed about the District and that your problems receive fair consideration. When you are troubled, your supervisor expects you to come to him/her for help. Your supervisor also appreciates an opportunity to discuss your viewpoints and suggestions. A good working relationship between you and your supervisor is essential to the smooth functioning of your department.

GRIEVANCES: The District ~~shall~~ provides a fair and efficient means to receive, investigate and resolve employee complaints and grievances. Each employee is encouraged to informally discuss grievances with their immediate supervisor. The General Manager shall ensure employees' freedom from restraint, interference, discrimination or reprisal in the presentation of grievances of any supervisory level.

FORMAL GRIEVANCE PROCEDURE:

When an instance occurs that an employee considers to be unfair or incorrect relative to that employee's working situation, the following procedure will be followed to resolve the matter. If the grievance directly involves the immediate supervisor, and the employee for good reason is unable to take the issue to the immediate supervisor, the employee may go directly to the next level of supervision according to the District's Administrative Flow Chart.

1. The aggrieved employee, within two (2) working days after the instance, shall verbally present the grievance to the immediate supervisor as a formal grievance. The supervisor shall make careful inquiry into the facts and circumstances of the grievance and shall verbally advise the employee of the findings of the investigation and his or her decision usually within seven (7) calendar days after hearing the employee's grievance.
2. If the grievance is not resolved by action of the immediate supervisor, the employee may submit the grievance in writing to the Department Head, on a form

furnished by the immediate supervisor and within seven (7) calendar days after being advised of the supervisor's decision. The Department Head shall make a separate investigation and inform the employee in writing of his or her decision and the reasons for it usually within seven (7) calendar days after receipt of the employee's grievance form.

3. If the grievance is not resolved by action of the Department Head, the employee may obtain a review by the General Manager by submitting a written request for review to the General Manager within seven (7) calendar days following receipt of the written decision of the Department Head. The General Manager shall make such investigation as appropriate, and within approximately fifteen (15) calendar days after the receipt of the employee's request for review, shall inform the employee in writing of his or her findings and decision. Routine Grievances shall be concluded with the determination of the General Manager.
4. When an employee believes that the matter has not been satisfactorily resolved by the General Manager's decision, the employee may request a review by the Personnel, Legislative and Public Affairs Subcommittee by submitting a written request for review, stating the complaint, and the decision received from the General Manager. The concerns of the employee will be considered by the Personnel, Legislative and Public Affairs Subcommittee in making a determination of whether to submit the matter to the Board of Directors for review and guidance.
5. Within the foregoing procedure the burden of proof shall be on the aggrieved employee.

Please note that the Grievance Procedure is not intended to cover complaints or reports of workplace discrimination or harassment. Instead, please immediately report any such discrimination or harassment pursuant to the District's "Harassment and Discrimination" policy.

BAD WEATHER CLOSING:

There are occasions where storms during non-duty hours render roads hazardous to traffic so that it is deemed that employees, except those engaged in services which cannot be suspended or interrupted, will not report for work.

- **For employees located at the Chalco Hills Natural Resources Center:** Delayed opening will automatically occur if the Millard Public Schools (MPS) cancel classes due to inclement weather. Employees will automatically report for duty at 10:00 a.m. when MPS is closed due to inclement weather. The Hazardous Weather Committee (P-MRNRD General Manager; ~~USDA-FSA-Sarpy/Douglas-County-Executive Director~~ and USDA NRCS District Conservationist) will act to further decide office closure by 9:00 a.m., if necessary. Hazardous weather that develops during the workday requiring early office closing will be addressed by a consensus of the lead person available for each agency. Employees should monitor KFAB (1110 AM Radio) for closing information.

- **For employees located at field offices:** The Natural Resources Conservation Service Resource Conservationist at the respective field office may declare the office closed for all or a portion of the day if weather conditions require. Employees should monitor radio announcements or contact their supervisor for closing information.
- **For employees located at the Dakota County Rural Water Office:** The Water Supply Superintendent may declare the office closed for all or a portion of the day if weather conditions require. Employees should monitor radio announcements or contact their supervisor for closing information.

If hazardous conditions exist before regular working hours and the office is declared closed, employees will be on administrative leave for that work day. Employees who had scheduled leave are to remain on scheduled leave, not administrative leave.

In the case of late start, i.e., if the office is declared open at 10:00 p.m., employees will be on administrative leave until the time the office opens. Employees who had scheduled leave are to remain on scheduled leave, not administrative leave. Examples of how to charge administrative leave based on established working hours are described in the following scenarios:

- If established hours are 7:30 a.m. - 4:00 p.m. and the office opens at 10:00 a.m., the employee is approved for 2-1/2 hours of administrative leave.
- If the established hours are 8:00 a.m. - 4:30 p.m., the employee will be approved for 2 hours of administrative leave.

In the event hazardous weather conditions occur during office hours, employees on duty are to receive administrative leave based on established working hours. Employees who had scheduled leave are to remain on scheduled leave, not administrative leave. Examples of how to charge administrative leave based on established working hours are described in the following scenarios:

- If established working hours are 7:30 a.m. - 4:00 p.m., and the office is closed at 3:00 p.m. due to weather conditions, the employee is approved for 1 hour of administrative leave.
- If established working hours are 8:00 a.m. - 4:30 p.m., and the office is closed at 3:00 p.m. due to weather conditions, the employee is approved for 1-1/2 hours of administrative leave.

Administrative Leave will be recorded on time sheets under 900-55 (Other Leave).

VEHICLE USE POLICY: Some employees, at the discretion of the General Manager, shall be assigned a District vehicle to drive to and from work. Personal use of the District vehicles, other than driving to and from work, is not allowed.

1. Employees who utilize a vehicle for commuting purposes have the option to utilize a personal vehicle for commuting purposes or can continue to utilize a

District vehicle for commuting only after agreeing to reimburse the District a fair and equitable deduction from the employee's pay. The employee would sign an agreement with the District to have funds withheld from their bi-weekly pay checks. In addition, for those employees who continue to utilize a District vehicle for commuting purposes, this expense will be reviewed annually during their performance appraisal process and adjusted appropriately to reflect actual costs to the District for this benefit. ~~This option would be adopted to address the six (6) vehicles that are being utilized for commuting purposes.~~

2. All employees utilize a District vehicle, when available, for attending District related functions and or conducting work related duties. Personal vehicle use should be discouraged for conducting District business unless no other transportation is available to the employee.
3. Vehicles should be eliminated through attrition whenever feasible.
4. Assigned vehicle usage should no longer be utilized in lieu of pay or as a reward for performance.
5. ~~If the Board of Directors so desires to modify the existing vehicle use policy that the General Manager is required to follow the adopted policy, then the existing contract will be amended as necessary.~~

EMPLOYEE BENEFITS

As a member of the Papio-Missouri River Natural Resources District team, you will enjoy a number of benefits, above and beyond your paycheck, subject to eligibility requirements. The following descriptions of benefits are summaries only, designed for the convenience of the employee, and an employee's eligibility for benefits and benefits rights will be governed by the plans and policies themselves, and applicable law. District management reserves the right to exercise discretion when interpreting and applying benefit plans, and to modify benefit policies and plans at any time.

SOCIAL SECURITY: Each pay day, the District deducts from your pay a tax which is paid into the Treasury of the United States Government to provide a Retirement Fund for you when you are eligible. The District also contributes an equal amount.

UNEMPLOYMENT INSURANCE: This benefit is paid entirely by the District. Employees who qualify for benefits will receive a check from the Nebraska Department of Labor for a limited period.

WORKERS' COMPENSATION: This benefit is also paid entirely by the District and covers all employees, while working here, in case of occupational illness or injury. The benefits allowed are set in accordance with ~~the~~ State law.

GROUP INSURANCE:

The District provides a comprehensive insurance plan for all eligible full-time employees through participation in the Nebraska Association of Resources Districts Insurance Plan. An employee is eligible to participate in the plan the first day of the month after hire. A full description of the coverage, eligibility dates and benefits is available to employees and their dependents at the Omaha office.

An employee who is discharged or voluntarily leaves his or her employment may be entitled to a continuation of the District's health benefits ~~-(COBRA)~~ at the employee's cost, pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), depending on the specific provisions of the District's health insurance policy. Additional information regarding continuation rights will be provided upon termination from employment or another COBRA event.

The plan includes the following:

1. **Medical Insurance:** The District pays the entire premium cost for the employee. The employee may enroll his/her eligible dependents under the District's employee health insurance coverage. The District will pay a portion of the applicable monthly premium and the employee will pay for the remaining premium for dependent medical coverage.

2. Dental Insurance: The District pays the entire premium cost for the employee and eligible dependents.
3. Vision Care: The District pays the entire premium cost for the employee and eligible dependents.
4. Life Insurance: The District pays the entire premium cost for the employee. Dependent coverage is available for eligible dependents at the employees cost.
5. Long Term Disability Insurance: The District pays the entire premium cost for the employee.

FAMILY AND MEDICAL LEAVE ACT LEAVES:

Basic Leave Entitlement

In accordance with the Family and Medical Leave Act (FMLA) and its regulations, eligible employees may take a leave of absence because (1) of the birth of a son or daughter and in order to care for such son or daughter; (2) of the placement of a son or daughter with the employee for adoption or foster care; (3) the employee is unable to work due to his/her own serious health condition; (4) the employee needs to care for a spouse, son or daughter or parent with a serious health condition; (5) of a qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; or (6) the employee is the spouse, son or daughter, parent or next of kin of a covered servicemember with a serious injury or illness and the employee needs to care for that person.

To be eligible for FMLA leave, an employee must:

1. Have been employed by the District for at least 12 months, which need not be consecutive; ~~and~~
2. ~~Have worked at least 1250 hours for the District during the 12 month period immediately preceding the commencement of the leave; and~~
3. ~~2. Be employed at a location where 50 or more employees are employed or a location where there are 50 or more employees within 75 miles of the employee's location. In addition there must be at least 50 employees at the employee's location or within a 75-mile radius.~~

~~Except in the case of servicemember family leave, a~~An employee's total cumulative FMLA leave may not exceed 12 weeks in any 12-month period. ~~Additionally, all employees must use, and~~ available sick leave and ~~vacation~~annual leave ~~must be used~~ while on FMLA leave. An employee has the right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as a "rolling" 12-month period measured backward from the date of any FMLA leave usage. A husband and wife who are eligible for FMLA leave and are employed by the District are limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken to care for the employee's parent with a serious health condition, for the birth of

Comment [MB7]: As we discussed, we are going back to the main policy being in Appendix V. The language here is back to the original language, with a few necessary revisions.

the employee's son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement. FMLA leave for the birth or placement of a child must be completed within one year after the birth or placement of that child.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The District may require employees to provide a copy of the covered military member's active duty orders or other military issued documentation that indicates that the covered military member is on active duty in support of a contingency operation, and the dates of the active duty service.

Servicemember Family Leave

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Refer to the District's Family and Medical Leave and Family Military Leave (Appendix V) policy for more details.

FAMILY MILITARY LEAVE UNDER NEBRASKA STATE LAW:

Employees who: 1) are the spouse or parent of a person called to active military service lasting 179 days or longer with the State or United States pursuant to the orders of the Governor or the President of the United States; 2) have been employed by the District for at least 12 months; and 3) have worked at least 1,250 hours during the 12 months immediately preceding commencement of the leave, may be entitled to unpaid family military leave under Nebraska state law. This leave shall run concurrently with any other leave to which the employee is entitled. Employees will be required to provide certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

Employees taking leave for less than five consecutive work days must give as much advance notice as practicable. Employees taking five or more consecutive work days of leave under this policy must give at least fourteen days' notice of the intended date upon which the leave will commence. Where the employee is able, he or she shall consult with the District to schedule the leave so as to not unduly disrupt our operations.

Comment [HW8]: Like the FMLA policy, we expanded this to avoid the necessity of current Attachment 4.

Comment [HW9]: The District must provide 30 days of leave. See Neb. Rev. Stat. § 55-501 et seq.

LONG-TERM DISABILITY:

Long-term disability is a benefit provided all full-time employees. After the 90-day elimination period has been met the insurance carrier for this plan determines if an employee is disabled and coordinates all benefit payments. An employee who qualifies for long-term disability is ineligible to use available sick leave or ~~vacationannual~~ leave.

The District will continue to pay its share of premiums under the District's Employee Benefit Program (i.e., dental insurance, medical insurance, and vision care,) for up to two years on behalf of employees on long-term disability, subject to their continuing eligibility under the plan documents. If employment is separated due to the employee's disability, the District's payment of the premiums on behalf of the employee may be contingent upon the employee electing COBRA continuation coverage. If the employee on long-term disability has elected dependent coverage under the insurance program, the District will continue to pay its share of the premiums for dental coverage and applicable medical insurance premium for up to two (2) years after the first long-term disability benefit payment is made to the employee subject to Plan document limitations. Any employee payments normally required for dependent coverage shall be reimbursed to the District on a monthly basis prior to the month being covered. Dependent medical, dental and vision coverage may continue after the two year period, but the employee is responsible for the entire premium payment for any dependent coverage. Sick leave and ~~vacationannual~~ leave does not accrue while an employee is receiving long-term disability benefits.

NON-DISABILITY LEAVE OF ABSENCE:

The District recognizes that there will be instances where, for various reasons, an employee may require time off from his or her job without pay or benefits, for personal reasons. Anyone requesting a leave of absence for personal reasons must receive prior permission from the General Manager. Each request for leave of absence will be considered on an individual basis, and the granting of a leave will be at the sole discretion of the General Manager. The duration of the leave, and whether the employee's job will be held open during the leave, will be determined on an individual case basis.

Any such leave will be without pay or benefits. The employee will be allowed to use accrued but unused ~~vacationannual~~ leave. Sick leave and ~~vacationannual~~ leave does not accrue while an employee is on a non-disability leave of absence. If insurance benefits are continued during the leave, the employee shall pay the full cost of the benefits.

ANNUAL LEAVE/VACATION LEAVES:

Vacations must be earned before they can be taken. Vacations will be considered "earned" only to the extent that vacation time has been accrued according to the following schedule, and all conditions for using vacation have been met. The employee's date of hire will be the eligibility date for determining the amount of vacation earned.

Each full-time employee shall accrue ~~vacationannual~~ leave bi-weekly at the following rates:

0 through 5 years of service -- 13 working days per year

6 through 10 years of service -- 18 working days per year

11 years of service or greater -- 23 working days per year

Employees may carry-over all unused ~~vacationannual~~ leave days into the next calendar year; however, no employee will continue to accrue ~~vacationannual~~ leave once he or she has accumulated 53 days of ~~vacationannual~~ leave. ~~VacationAnnual~~ leave does not accrue when an employee is on an unpaid leave or long-term disability.

No ~~vacationannual~~ leave can be taken during the first six (6) months of employment unless approved by the employee's immediate supervisor.

All ~~vacationannual~~ leave shall be scheduled in advance and taken at a time that is agreeable to the employee and the employee's supervisor. Any paid vacation more than 10 consecutive working days in duration will require a minimum of thirty (30) days notice and approval of the General Manager.

~~VacationAnnual~~ leave is accrued on a bi-weekly basis and an employee may not take more time than that which the employee has already accrued and has available at the time ~~vacationannual~~ leave is taken.

Employees will be paid for all accrued but unused vacation upon termination from employment.

Part-time employees will accrue ~~vacationannual~~ leave on a pro-rata basis according to average hours worked. Temporary employees are not eligible for annual leave.

FUNERAL LEAVE: Funeral leave is allowed for all full-time employees only for family funerals. The term "family" is defined to include spouse, children, parents and parents of the employee's spouse, brothers, sisters, grandparents, and grandchildren and those similarly related to the employee's spouse. The amount of funeral leave (not to exceed 5 days) will be determined by the General Manager based on the particular situation involved. Employees will be paid at their regular rate of pay for any funeral leave granted.

COMPENSATORY LEAVE: ~~Depending upon the District's personnel needs and upon approval by the General Manager, the District allows compensatory leave for hours worked by overtime-worked by salaried (exempt) employees in excess of 40 per week.~~ The General Manager may allow salaried employees time off during their normal work hours when they attend required evening or weekend meetings. However, it is not intended that compensatory leave time be granted on an hour for hour basis, ~~nor is it required or guaranteed.~~

SICK LEAVE:

Each full time employee will accrue one and one-half (1-1/2) days per month sick leave. This leave may only be used in the case of actual sickness and/or for actual, necessary visits to health care providers (including dentists).

The purpose of this benefit is to assist eligible employees when they suffer the misfortune of an extended illness or disability. Therefore, to avoid possible abuse of this benefit, a physician's statement will be required by the District as verification of illness or accident before sick leave benefits are paid when an employee has been absent for three (3) consecutive working days. Sick leave pay benefits for work related injury/accidents will be coordinated with workers' compensation benefits received by the employee.

The General Manager has the authority, in his discretion, to permit an employee to utilize sick leave to tend to the needs of his/her ~~spouse and ill~~ "immediate family." The term "immediate family" is defined to include spouse, children and parents of the employee and children and parents of employee's spouse. The use of sick leave for this purpose will require approval by the General Manager. An example of approved sick leave under this situation would be where an employee's spouse is ill and children require attention until other adequate arrangements can be made. The illness of a spouse requiring a doctor's attention would be a second example.

Accrued but unused sick leave may be carried forward from year to year, up to a cumulative total of 180 days. For those employees who have over 180 days of accumulated sick leave, their cap will be set at the amount of accumulated sick leave as of June 30, 1994. If an employee whose cap is over 180 days drops below 180 days of sick leave as of December 31st of any given year, that employee's cap will be re-established at 180 days. Sick leave does not accrue when an employee is on an unpaid leave or long-term disability.

Abuse of this sick leave policy may result in loss of the sick leave benefit and/or discharge.

Part-time and temporary employees are ineligible for sick leave.

WELLNESS BENEFIT: Each full time employee will be compensated for unused sick leave upon retirement, termination/resignation in good standing, or death at the rate of 25% of salary. No payment of accumulated sick leave will be made to an employee in the event of termination for any other reasons, including resignation prompted by an action of the employee that could result in disciplinary action.

MILITARY LEAVE: The District is proud to grant time off to our employees in the military service for necessary training, reserve duty and active duty. Full pay will be provided for the first fifteen workdays in any one calendar year. Other pay, benefits, and return-to-work rights will be followed in accordance with applicable state and federal law governing absence for military duty. All employees with military obligations are expected to notify the District of their obligations and expected absences as far in advance as possible, and to provide return-to-work notification as provided by law.

JURY DUTY - ELECTION BOARD - CRIMINAL TESTIMONY:

All employees will be granted time off for jury duty and election board duty and will be paid the difference between their jury and/or election board pay and their regular wages for time lost from their regularly scheduled work. The same will apply for an employee when subpoenaed as a witness in a criminal case. Employees are required to provide a copy of the

Comment [HW10]: Note that this must include regularly scheduled overtime, if applicable – at least for jury duty

summons/subpoena for jury service or to testify as a witness in a criminal case, to the District as soon as possible and in advance of the day of the resulting absence, and in no event later than ten days after the summons/subpoena was issued.

The pay voucher the employee receives from the court for his/her services must be presented to the office to receive supplemental pay. Employees released from jury duty prior to noon on any day must return to work.

HOLIDAYS:

All full-time and part-time employees will receive and be paid the following ten (10) holidays:

- | | |
|---|---|
| <input type="checkbox"/> New Years Day | <input type="checkbox"/> Labor Day |
| <input type="checkbox"/> Martin Luther King Day | <input type="checkbox"/> Veteran's Day |
| <input type="checkbox"/> Presidents Day | <input type="checkbox"/> Thanksgiving Day |
| <input type="checkbox"/> Memorial Day | <input type="checkbox"/> Day After Thanksgiving |
| <input type="checkbox"/> Independence Day | <input type="checkbox"/> Christmas Day |

Full-time hourly employees will be paid for seven and one-half (7-1/2) hours or eight (8) hours, according to their regular work schedule. Full-time salaried employees will be paid at their regular rate of pay according to their regular work schedule, or their regular rate of pay for salaried employees. Part-time employees will be paid on a pro rata basis according to average hours worked. Temporary employees are not eligible for holiday pay.

In the event that any of the paid holidays fall on a Saturday, the preceding Friday will be observed as the paid holiday. Holidays falling on Sunday will be observed on the following Monday. District offices will be closed on holidays.

Hourly (non-exempt) employees who actually work on a District-observed holiday will waive the right to receive holiday pay for hours worked on the holiday, but will be paid at a double-time rate for all hours worked on that holiday. In the event that a holiday falls on a Saturday or Sunday and the employee works on the holiday, the employee will be paid double their regular rate of pay for the hours worked, plus their regular rate of pay for hours not worked on the day the District offices are closed to observe the holiday.

BREAKS: Breaks are not required by law, but are a benefit provided by the District to employees. The breaks are fifteen (15) minutes each — with one generally scheduled before lunch and one generally scheduled after lunch, as set scheduled by your supervisor. No employee may should use more than fifteen (15) minutes total for each break period, including going from or to work stations.

RETIREMENT PLAN: The District provides, on a matching contribution basis, a retirement income program for eligible District employees. Eligibility and participation in the retirement income program is mandatory for new full-time employees of the District. Participation in the retirement income plan begins six (6) months after employment. Employees are vested at the rate of 20% for each year of employment (i.e., 1 year = 20%; 2 years = 40%, etc.). After 5 years

of employment, the employee is 100% vested. The vesting percentage is applicable only to the employer's contribution.

DEFERRED COMPENSATION PLAN: A voluntary plan of deferred compensation is available for eligible employees of the District. The plan provides the employees of the District with an option whereby salary and wages may be contributed to a fund maintained by the District or its designate. No State or Federal Income Tax is paid on the contributions in the year contributed. Tax is payable in a later year when distributed to the employee.

FLEXIBLE BENEFITS PLAN: A Flexible Benefits Plan is available to eligible employees of the District pursuant to Section 125 of the Internal Revenue Code of 1986, as amended. **Employee participation in the plan is on a voluntary basis.** The plan features three benefit options:

1. Insurance Premium Payment Option — This allows participants to pay for dependent coverage with pre-tax dollars.
2. Health Flexible Spending Account — This will allow employees to pay for medical expenses not covered under the insurance plan, i.e., deductibles, co-pays, \$30 co-pay for office visits; prescription drug co-pays, dental co-pays, etc., with pre-tax dollars. Employee contributions to the Health Flexible Spending Account cannot exceed \$2,400 during the plan year. Maximum contributions are set by federal law. The minimum contribution is \$40/month to offset administrative costs.
3. Dependent Care Flexible Spending Account — This option would allow participants to pay for dependant care with pre-tax dollars. In most cases employee contributions may ~~shall~~ not exceed \$5,000 during the plan year.

TRAVEL AND EXPENSE ACCOUNTS:

It is the District's policy to pay actual and necessary travel expenses to those employees required to travel away from the office on business.

Employees will not be paid for ~~or~~ ordinary home to work travel. If an employee has gone home after completing the work day and is called out to travel a substantial distance to a remote location to perform emergency work, then all time spent on such travel will be paid. If an employee is given a special 1-day work assignment in another city then travel time will be paid, less the amount of time the employee would normally spend on home to work travel. Time an employee spends as part of his or her principal activity, such as travel during the workday, will be paid. Travel that keeps an employee away from home overnight will be paid if it cuts across the employee's normal working hours, even during the corresponding hours on nonworking days, but time spent in such travel outside of regular working hours as a passenger on an airplane, train, or automobile will not be paid. Hourly employees will be paid for all hours actually worked or attending meetings, classes, etc.

Expenses of the District employees will be reimbursed only upon the completion of an Expense Claim, Form 14.3.B., Manual of Standard Forms (Appendix E) and as necessary for the

District to remain compliant with Internal Revenue Service requirements for an accountable plan. An expense claim shall be submitted within sixty (60) days after the occurrence of the claimed expense. The expense claim shall itemize and describe the nature of the expense. Receipts for expenses shall be attached to the claim. The following rules apply to Expense Claim, Form 14.3.B.

1. **Description** — Record the purpose of the visit. If any amounts are included for guest meals, you should record name and title of the guests, business purpose and nature of expenditure(s), i.e., meals, etc.
2. **Lodging** — Receipts are required for all lodging expenditures, show single rate, if applicable.
3. **Transportation** — Air, limo, taxi, etc. Receipts are required for all air expenditures; however, receipts are not required for normal local transportation such as taxi, subway, limousine, etc. Automobile expenses (not to be used if you use District vehicle) — For use of personal automobile. Record number of miles driven and the amount of reimbursement. For rental car insert appropriate amount and attach copy of receipt.
4. **Tolls/Parking** - Receipts should be attached if available for parking or tolls incurred while using a District or personal vehicle for District business.
5. **Meals** — This should reflect amount expended on meals. Receipts are required for all meals if daily total exceeds \$39.00 and/or individual meal exceeds \$20.00.
6. **Telephone**: Charges should be accompanied by telephone bill which indicates business called and purpose.
7. **Other Expenses** — Other expenses such as meeting/conference registration fees, internet connection expenses, miscellaneous supplies, etc. Receipts should be attached if available.
8. **Daily Total** — The total amount of expenses expended for each day should be accumulated and entered here.
9. **Travel Advance** — If you have drawn a travel advance for a trip, insert the amount and calculate the balance owed to you or if the advance exceeds the expenses, return the amount due to the District.
10. **Credit Card Use** — A credit card receipt, except for fuel purchases, must be accompanied by an itemized receipt.
11. **Signature** - Sign and date and return to the NRC office.
12. If the spaces provided for explanations are not adequate, please use the space provided on the back of the form or attach additional pages as required.

13. Be sure report is completely and correctly identified and columns totaled.

Staff expense claims will be furnished to the District Accountant by the first work day of each month. Staff expense claims shall have the written approval of the staff member's supervisor prior to being processed for payment.

District employees are eligible for a travel advance against the otherwise reimbursable expenses of any authorized out-of-District travel. The maximum amount for a travel advance shall be \$500.00. A written request for a travel advance must be submitted to the District Accountant at least five (5) days but not more than thirty (30) days prior to the date of travel. Any excess reimbursement or excess travel advance shall be returned within one hundred twenty (120) days after the expense was incurred.

It shall be the policy of the District to pay the standard mileage rate allowed by the State of Nebraska Administrative Services Department, pursuant to Section 81-1176, R.R.S., 1943, for those employees required to provide their own vehicles. This mileage shall start from his/her office and end at his/her office except for the case of meetings at the District office during other than regular office hours, at which time a round-trip mileage would be applicable.

TUITION REIMBURSEMENT PROGRAM:

The District will reimburse 75% of the tuition cost of full time employees who enroll in approved courses related to job requirements. Approval of the General Manager is required prior to enrollment and grades of "C" or higher must be achieved in the course.

Reimbursement will be made after the school notifies the District of satisfactory course completion. A maximum of five (5) courses per year is allowed with a maximum of two (2) courses per semester or quarter. Approval for enrollment will be granted only to employees who have completed at least six months of employment with the District prior to requesting such approval.

PROFESSIONAL ORGANIZATION MEMBERSHIP: The District encourages participation by employees in professional organizations and societies. The District will pay the annual membership fee for one professional organization/society membership for each employee if the employee requests. The organization selected must be approved by the General Manager and related to the employee's job responsibilities.

EMPLOYEE RECOGNITION PROGRAM:

Each full or part-time District employee with 5 years of continuous employment will receive a certificate of appreciation and a \$50.00 check recognizing their service to the District. Following 10 years of continuous employment a \$100.00 check will be awarded; after 15 years a \$150.00 check will be awarded; after 20 years a \$200.00 check will be awarded; after 25 years a \$200.00 check and 1 day of ~~vacation~~annual leave (vacationannual leave to be taken the following calendar year) will be awarded; after 30 years a \$200.00 check and 2 days of ~~vacation~~annual leave (vacationannual leave to be taken the following calendar year) will be awarded; after 35 years a \$200.00 check and 3 days of ~~vacation~~annual leave (vacationannual leave to be taken the following calendar year) will be awarded; and, after 40 years a \$200.00 check and 4 days of

~~vacation annual~~ leave (~~vacation annual~~ leave to be taken the following calendar year) will be awarded.

In addition to the certificate and the monetary award, the names of employees recognized for five, ten, fifteen, twenty, etc., years of service will be noted on a plaque to be displayed in the headquarters office of the District.

Temporary employees are not eligible to participate in this program.

SAVINGS BOND PROGRAM: A voluntary program to purchase Series EE U.S. Savings Bonds through payroll deduction is available to all employees of the District. Please contact the District Accountant for details.

EMPLOYEE WELLNESS PROGRAM:

The District encourages employees to practice healthy lifestyles and sponsors a wellness program. A wellness committee, designated by the General Manager, will develop and distribute information materials and will organize activities and workshops with speakers on various topics, such as nutrition, exercise, etc, which normally will be held in conjunction with District All Employee Meetings.

As a part of the Wellness Program, the District will reimburse participating employees 50% of the monthly individual membership cost, up to \$25.00 per month, in a health club, based on active participation on the employees' own time.

EMPLOYEE ASSISTANCE PROGRAM (EAP):

The District has contracted with the Best Care Employee Assistance Program (EAP) to provide short-term counseling services designed to help employees and their families work through issues in their work and personal lives. EAP counselors typically provide assessment, support, and, if needed, referrals to additional resources. The issues for which the EAP provides support vary, but examples include substance abuse, emotional distress, major life events (including births, accidents and deaths), health care concerns, financial or legal concerns, and family/personal relationship issues. The EAP's services are confidential.

The majority of the EAP's services are free. If a referral is to another resource, there may be a cost involved. The District's health insurance program may pay for a portion of costs associated with advanced counseling by a licensed professional.

At times, personal difficulties may affect an employee's work performance. The District's administration is not trained in counseling, so may refer an employee to the EAP for support. If the District refers an employee to EAP as a condition of employment, only the District's administration will have knowledge of the particular service used.

To inquire about services EAP provides, or to schedule an appointment, call 402-354-8000. You can also contact the Administrative Coordinator for further information.

VOLUNTEER TIME OFF POLICY

The purpose of the District's Volunteer Time Off (VTO) policy is to support activities that enhance and serve communities in which we live and work and the issues that impact quality of life. The intention is to participate in giving back and supporting the community and to allow the employees of the District to share in that effort. At the same time, the District recognizes that participating in these sorts of activities enriches the lives of its employees. Community is not defined as just local community, but may encompass the global community.

Employees can donate up to 4 hours per month toward a 501c3 charitable organization, in accordance with the District's giving and volunteering guidelines. More than one organization may be chosen.

This donated time, up to 4 hours per month, will be treated like paid time off. The pay rate will be the employee's current base salary on the day(s) the time is taken and will be coded as 900-55 Other Leave (Volunteer).

This time is refreshed at the beginning of each calendar year, unless the program is amended or discontinued, and does not accrue from year to year. Usage of this time or lack thereof does not affect vacation accrual or sick leave usage. Because this time may only be used for approved volunteer activities during employment with the District, any unused time is not paid upon separation of employment.

All full time regular employees of the Papio NRD are eligible to participate in this program. There is no minimum service requirement for participation in this program. Employees can choose a charity of their choice or work together with other employees of Papio NRD on a team effort.

An employee is ineligible to participate in the Program, if:

1. The Program is discontinued. The District reserves the right to amend or terminate this program at any time without prior notice.
2. The District also reserves the right to revoke approval if it is felt that the employee is misusing the Program.

Employees must fill out the VTO Request Form and submit it to their manager at least one week before the requested time off. The manager should then get approval with the Wellness Coordinator as well. Approval is at the discretion of the employee's manager and the Wellness Coordinator. Following the time volunteered, each employee needs to have the VTO Follow-Up Form completed by the organization's supervisor and return this to the Wellness Coordinator. If this form is not returned, the VTO will not be granted.

District sponsored VTO may not be used for organizations that discriminate based on sex, race, religion, national origin, age, color, marital status, military/Veteran status, genetic information, disability, or any other category protected by law.

Examples of appropriate uses for VTO:

- Building a house for Habitat for Humanity

- Donating your time at a food bank
- Cleaning up the highway or park
- Coaching a basketball team of inner-city-disadvantaged young adults
- Participating in Big Brother/Big Sister programs

Inappropriate examples:

- Taking a ski vacation and charitably giving ski lessons
- Coaching your kid's basketball team
- Attending your kid's PTA conference
- Attending a professional, religious, or personal interest conference

GENERAL WORK REGULATIONS

All employees are expected as a continuing condition of employment to comply with all personnel policies, general work regulations, safety regulations, and other District policies, to display respect for their coworkers, to accept and carry out reasonable job assignments, to refrain from insubordination, carelessness, mishandling of District property, repeated absenteeism and tardiness, and to avoid any other conduct which is disruptive or adverse to the best interests of the District. Whenever an employee fails to do so, appropriate corrective action ~~may~~will be imposed. The nature of corrective action will be determined in the discretion of the supervisor, department head, and/or General Manager, depending on the circumstances, the employee's prior work record and conduct, and the manner in which similar problems have been treated in the past. Corrective action may include a verbal or written warning, suspension without pay, probation, discharge, or other appropriate action. Whenever possible, corrective action will be designed to assist the employee in improving his or her performance or conduct, and not to be punitive in nature, but severe action may be taken without prior warning when deemed necessary.

The three basic steps in the progressive disciplinary process are set forth below. However, this progressive disciplinary policy is not mandatory, and is provided as a guideline ONLY. One or more steps may be skipped or repeated, or other corrective action may be taken at the discretion of the district management and based on all of the facts and circumstances in each individual case. Furthermore, the same rule need not be violated in order to progress through the disciplinary procedure as follows:

1. ~~First offense:~~ a verbal reprimand from their supervisor.
2. ~~For a s~~Second offense: ~~of the same violation, a~~ written notice ~~may~~shall be issued.
3. ~~For a t~~Third offense: ~~of the same violation,~~ further disciplinary action and/or dismissal.

Comment [HW12]: Requiring the same violation before moving through the disciplinary policy is more generous than most employers with progressive discipline policies.

~~These three steps are guidelines only, and one or more steps may be skipped or repeated, or other corrective action may be taken at the discretion of the district management and based on all of the facts and circumstances in each individual case.~~

The following are some of the general work regulations which all employees are responsible to abide by, in addition to the general personnel policies, safety rules and other District policies. This list is not exhaustive.

CONDUCT AND COURTESY: Consideration for the rights of others requires that each employee conduct himself/herself in a respectable and orderly manner. The District's effectiveness is helped greatly by the high degree of courtesy and willing service shown by employees in their dealings with the general public and coworkers.

HONESTY: Honesty is expected of each employee in dealing with the District, the District's property, and their coworkers. Falsification of District records, or theft from the District or from coworkers will result in dismissal.

DEBTS – GARNISHMENTS: ~~Employees are expected to handle their personal finances in a timely and effective manner, avoiding garnishment of wages.~~

DRUGS AND ALCOHOLIC BEVERAGES: See Employee Handbook Attachment 1 – Drug-Free and Alcohol-Free Workplace Policy, adopted by the District's Board of Directors on June 12, 1990.

SOLICITATIONS: The District prohibits solicitations for sales, membership in organizations and other causes, or distribution of materials for outside interests, ~~with the exception of those expressly approved by the Board of Directors as promoting the best interests of the District.~~ Accordingly, solicitation or distribution by employees is not permitted when either the employee doing the soliciting or distributing, or the employee being solicited or receiving materials, is on working time. In addition, solicitations or distribution of materials by non-employees is not permitted at any time in any part of District premises which is accessible only to employees and is not open to the public. ~~Exceptions must be approved by the Board of Directors.~~

Comment [HW13]: We recommend removing this policy. Title III of the Consumer Credit Protection Act and Neb. Rev. Stat. § 25-1558(6) prohibit employers from discharging an employee because their wages are subject to garnishments to collect one debt. The prohibition against discharge goes away with two or more debts, but we still think this policy could be read as inconsistent with the CCPA and state law.

Comment [HW14]: Exceptions should not be made to this policy. Employers must be careful to follow this policy very carefully. If employees are, for example, allowed to sell Girl Scout cookies or school fundraising items during working time (a violation of the above policy), you may be required to allow employees to solicit for union support during work time as well. This is the reason that it is critical to enforce this policy consistently.

SMOKING AND TOBACCO USE:

The use of tobacco products is prohibited in all District buildings, vehicles, and motorized equipment with cabs. Additionally, the use of tobacco products is prohibited within a reasonable distance outside the entrances to and air intakes and operable windows of District buildings, and at such other locations as provided by laws or government regulations. Contractors, vendors, suppliers, and visitors are expected to comply with this policy.

For purposes of this policy, "use of tobacco products" means the smoking of, or carrying in one's hand or mouth, any kind of cigarette, electronic cigarette, cigar, or pipe, or any other smoking or vaping equipment or material, or the use of smokeless tobacco ("chew") or snuff.

Special or additional work breaks will not be given for the use of tobacco products. Employees may use normal work breaks for this purpose.

TRESPASSING: Employees shall enter District property or work areas only when they are here on specific business or during working hours. This policy shall not prohibit employees from enjoying public-access areas of the District on the same basis as other members of the public.

TELEPHONE CALLS: The District's telephones (both landlines and cellular telephones) are for business purposes; therefore, all employees are requested to use discretion in the use of these telephones for personal calls, which should be kept to a minimum during work hours. When driving a District vehicle, or a personal vehicle on District business, be aware that you should never be reading or sending text messages or e-mails due to safety and insurance issues. You should also limit talking on a cellular phone while driving a District vehicle or a personal vehicle on District business. If you must talk, you should use a hands-free device or safely pull the vehicle into a parking area or the side of the road.

For further details, please see the "Cellular Telephone Policy" in the District's Safety Manual.

VISITORS: The District requests that you do not have personal visitors or conduct personal business during working hours, nor should anyone accompany District employees on District business unless appropriate to completion of the task.

ATTIRE:

Clothing should be appropriate to the demands of the individual job.

From time-to-time the District may provide to employees and Directors certain items of clothing which bears the District's logo. This clothing (such as shirts, windbreakers, sweatshirts, etc.) is provided to employees and Directors to identify them as District representatives when dealing with the public. Employees are required to pay the taxes on the fair market value of any such item, other than safety-related attire. These items of clothing (such as shirts, windbreakers, sweatshirts, etc.) bearing the District's logo are not provided on a regular basis and have a low fair market value. Therefore, they are not considered to be taxable fringe benefits.

The District may also provide items of apparel (or an expense allowance) for its employees' personal protective clothing, such as steel-toed boots. Personal protective equipment is likewise not considered to be a taxable fringe benefit.

HARASSMENT AND DISCRIMINATION:

~~Professionalism and respect for each individual's privacy and dignity are essential to the reputation and success of the District. Behavior which is inconsistent with these principles is not acceptable and will not be tolerated. More specifically, any form of harassment or discrimination on the job or related to the job — including that based on sex, race, religion, national origin, age, color, marital status, military/veteran status, genetic information, or disability, or any other category protected by applicable federal, state, or local law, is absolutely prohibited and may result in severe corrective action, possibly including discharge from employment.~~

~~Harassment is a form of discrimination and is broadly defined to include any conduct which is personally demeaning or offensive, and tends to equate a person's worth to their gender, race, religion, national origin, age, color, marital status, military/veteran status, genetic information, or disability, or any other category protected by law, rather than their ability to perform their jobs and contribute to the success of the District. Without limiting the breadth of this definition, harassment specifically includes:~~

3. ~~Sexual harassment in any form.~~ Sexual harassment is defined by federal regulations as follows:

~~"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."~~

~~Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity to physical assault. Examples of some of the kinds of conduct included in the definition of sexual harassment are:~~

~~Sexual relations, sexual contact, unwanted physical contact, or threats or intimation of sexual relations or sexual contact which are not welcome and freely and mutually agreeable to both parties;~~

~~Continual or repeated remarks with sexual implications, placing sexually suggestive objects or pictures in the work area, or propositions of a sexual nature; and,~~

~~Threats or insinuations that the person's employment wages, promotional opportunities, job assignments or other conditions of employment may be adversely affected by not submitting to sexual advances or promises or insinuations that any conditions of employment may be favorably affected by submitting to sexual advances.~~

~~It is important to note that sexual harassment does not have to involve conduct of a sexual nature in order to constitute improper behavior. For example, abusive, offensive, or demeaning behavior that is directed to members of one gender only (whether male or female) may be deemed a form of sexual harassment, even though the conduct was not motivated by sexual desire or gratification. In addition, harassment of a male by another male, or a female by another female also constitutes a form of sex discrimination.~~

~~What is or is not offensive must be viewed from the perspective of the victim and the fact that no objection is voiced or the other person seems to be "going along" does not mean the conduct is acceptable. In the interest of avoiding sexual harassment and maximizing the professionalism of this organization, extra care should be taken to prevent matters of a sexual nature from becoming part of our working environment.~~

4. ~~Harassment on the basis of any other category protected by law.~~ As with sexual harassment, any conduct which could be offensive and create an intimidating, hostile, or offensive working environment on the basis of race, religion, national

~~origin, age, color, marital status, military/veteran status, genetic information, disability, or any other category protected by federal, state, or local law is improper and strictly prohibited. This could include, for example, racial epithets and, religious jokes, or the assignment of work known to be beyond an individual's disability limitations, with the intent to harass or annoy.~~

Reporting Harassment and/or Discrimination

~~An employee who believes that he or she has been harassed or discriminated against by a supervisor, co-worker, Director, vendor, or any other person in the workplace, or who has witnessed harassment of, or discrimination against, an employee, should may tell the person doing the harassing or discriminating, politely but firmly, that such conduct is unacceptable, unless this places the employee in danger. Additionally, and at a minimum, a report of harassment or discrimination must be brought to the Administrative Coordinator or General Manager. If the Administrative Coordinator or General Manager to whom the complaint can be voiced, please bring your complaint to any other member of management. The worst alternative is to do nothing and allow the situation to continue.~~

~~All reports of harassment or discrimination will be promptly and thoroughly investigated; if the report is found to be justified, corrective action appropriate to the circumstances will be taken. All reports and all information given during an investigation will be treated as confidentially as possible, subject to the need to conduct a full and fair investigation, and to inform those individuals who will be involved in any corrective action.~~

~~Under no circumstances will any person who in good faith reports harassment or discrimination, or assists in its investigation, be subject to any form of retribution or retaliation. Any person who makes or participates in such retribution or retaliation, directly or indirectly, will be subject to severe corrective action.~~

NEPOTISM POLICY:

The District shall not hire more than one full-time, part-time or temporary employee from any family on a District-wide basis. Family is defined as any blood relative, spouse or in-law to include: husband, wife, parent, grandparent, brother, sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother-in-law and sister-in-law.

If two employees within the District marry, one of the employees must leave the employment of the District. The individuals marrying shall have the opportunity to decide which one shall leave. If the individuals do not determine which employee shall leave, the District will make the decision.

No District Directors' family shall be hired for a full-time, part-time or temporary position during the term of said elected office. However, this would not include relatives who were hired prior to the District Director's term.

USE OF DISTRICT PROPERTY: Employees may not use the District's tools, vehicles, equipment and supplies other than for the business of the District. Personal use of such items is prohibited.

EQUAL OPPORTUNITY:

The District declares and reaffirms a policy of equal employment opportunity, affirmative action in employment, and non-discrimination in the provision of all of its services to the public.

Equal Employment Opportunity: The District will make all decisions regarding recruitment, hiring, promotions, and all other terms and conditions of employment, without discrimination on the basis of race, religion, national origin, sex, age, color, marital status, military/veteran status, genetic information, disability (so long as the person can perform the essential functions of the job with or without reasonable accommodation), or any other category protected by federal, state, or local law.

Non-discrimination in Services to the Public: The District reaffirms its policy of non-discrimination on the basis of minority status, sex or other illegal grounds, in the provision of all services to members of the public.

AFFIRMATIVE ACTION: The Papio-Missouri River NRD is an Equal Employment/Affirmative Action employer, meaning that it is committed to providing equal employment opportunity to all applicants and employees, regardless of their race, color, gender, religion, national origin, and disabled or veteran status. Specifically, the NRD is required to comply with the requirements of Executive Order 11246, as amended, related to affirmative action; Section 503 of the Rehabilitation Act and the Americans with Disabilities Act, covering the employment of the disabled; and Section 402 of the Vietnam Era Readjustment Assistance Act of 1974, covering the employment of veterans. As part of these obligations, the NRD is required to monitor and analyze its employment practices to ensure equal employment opportunity for all individuals, regardless of their membership in any protected class. Should you have any concerns or suggestions on how to better promote equal employment opportunity, please contact the General Manager or Administrative Coordinator.

CONFLICT OF INTEREST: No employee shall use his or her job or position or any confidential information received through his or her job or position to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which the individual is associated; nor shall such employee use personnel, resources, property, or funds under that individual's official care and control, other than in accordance with prescribed constitutional, statutory and regulatory procedures, or use such items, other than compensation provided by law, for personal financial gain. (Source: Neb.Rev.Stat. 49-14, 103 (3) and (4)).

GIFTS OR GRATUITIES: No employee will solicit or accept anything of value including a gift, loan, contribution, reward or promise of future employment, based on an agreement that the official action or judgment of the employee would or could be influenced thereby. (Source: Neb. Rev. Stat. 49-14, 101 (2)).

E-MAIL, INTERNET, AND ELECTRONIC COMMUNICATIONS SYSTEMS:

The term "electronic communications systems" refers to all computers (and related equipment and data), electronic messaging, and communication systems and services maintained by the DistrictPapio-Missouri-River-NRD and used by employees from any location, including

but not limited to e-mail, internet services, voice mail, and cellular telephones. The term “internet” or “internet services” refers to all services subscribed to or maintained by the District ~~Papio-Missouri River NRD~~ to connect with or communicate through the internet and accessed or used by employees from any location. (For the purposes of this policy, “employees” shall mean employees and other authorized persons.)

The electronic communications systems and all information created, sent, received, accessed, or stored on them are the property of the District. The electronic communications systems are to be used primarily to conduct business of the District. Reasonable personal use of such systems is permitted but must not interfere with an employee’s productivity.

Employees should assume that any communications that they create, send, receive, or store on the District’s electronic communications systems may be read or heard by the District’s representatives and someone other than the intended recipient. Employees do not have personal privacy rights, and should not expect privacy, with respect to their use of the electronic communications systems (including their e-mail messages, internet usage, telephone calls, and voice mail). The Board and the General Manager reserve the right to authorize the Information Technology Administrator, or any other authorized person, to monitor, access, and retrieve an employee’s use of the District’s electronic communications systems, including any electronic communications, for any purpose not prohibited by law, and if advisable, to disclose the same to law enforcement officials or other third parties.

Employees will assign their own password and will update this password on a semi-annual basis. Employees may not, without authorization, use or disclose someone else’s password or give their own password to someone else. Passwords and other security devices are for the protection of the District, not the user, and the use of passwords shall not create any expectation of privacy in an employee’s use of the District’s electronic communication systems.

Electronic communications may not contain content that a reasonable person would consider to be defamatory, offensive, harassing, discriminatory, disruptive, or derogatory.

With the use of the internet, employees may not upload, download, or otherwise transmit copyrighted, trademarked, or patented material; or other confidential, private or proprietary information or materials in violation of any legal constraints. Employees may not use the District’s electronic communication systems to gain unauthorized access to remote computers or other systems, or to damage, alter, or disrupt such computers or systems in any way, and may not access or display any websites or other materials containing any text, images or other material which would generally be considered pornographic, sexually explicit, hateful, or otherwise offensive or inappropriate to a place of business.

Personal use of the internet should be limited to breaks, lunch and other non-working time ~~hours~~.

Non-exempt/hourly employees who are not working and are not on call are not required to review or respond to the District’s electronic communications of any type, including e-mail and text messages. Remote access for non-exempt/hourly employees is for the employees’ primary benefit, and not for that of the District. Non-exempt/hourly employees are not granted

permission to work remotely simply because they have remote access. Permission from the employee's supervisor must be obtained before using remote access to perform any work. Non-exempt/hourly employees approved to use remote access to perform work must document their working time and submit it on a weekly basis for payment. It is the responsibility of employees with remote access privileges to the District's electronic communications systems to ensure that their remote access connection is given the same considerations as their on-site connections. Users should never leave the computer or other device they are using for remote access unattended while connected to the District's electronic communications systems.

Violations of this policy may result in disciplinary action, or if necessary, termination.

SOCIAL MEDIA

In the rapidly expanding-world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication.

The same principles and guidelines found in the District's policies and guiding principles apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects employees, suppliers, people who work on behalf of the District or the District's legitimate interests may result in disciplinary action up to and including termination.

Know and Follow the Rules

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Carefully read these guidelines and the District's other policies (including the Conduct/Courtesy, Honesty, Harassment and Discrimination, Equal Opportunity, and Conflict of Interest policies), and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

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Always be fair and courteous to fellow employees, suppliers, and people who work on behalf of the District. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our grievance procedures than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage employees, suppliers, or others associated with the District, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race,

religion, national origin, age, color, marital status, military/veteran status, genetic information, disability, or any other category protected by law.

Be Honest and Accurate

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Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the District, fellow employees, customers, suppliers, people working on behalf of the District.

Post Only Appropriate and Respectful Content

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Maintain the confidentiality of the District's private or confidential information. Do not post internal reports, policies, procedures or other internal business-related confidential communications. Do not create a link from your blog, website or other social networking site to a District website without identifying yourself as a District employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the District. If the District is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the District, fellow employees, suppliers, or people working on behalf of the District. If you do publish a blog or post online related to the work you do or subjects associated with the District, make it clear that you are not speaking on behalf of the District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Papio-Missouri River Natural Resources District."

Employees should not speak to the media on the District's behalf without management's express permission. All media inquiries should be directed to the General Manager.

WORKPLACE VIOLENCE:

It is the District's policy to promote a safe environment for its employees. The District is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation and other disruptive behavior.

Violence, threats, harassment, intimidation and other disruptive behavior in our workplace will not be tolerated. ~~that is, a~~ All reports of incidents will be taken seriously and will be dealt with appropriately. Such behavior can include oral or written statements, gestures or expressions that communicate a ~~director~~ or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, criminal penalties or both.

~~The E~~mployees' cooperation is needed to implement this policy effectively and to maintain a safe working environment. If you observe or experience violent, threatening, harassing, intimidating or other disruptive behavior by anyone on District premises or at a work location, report it immediately to a supervisor or to the General Manager. Supervisors who

receive such reports should seek advice from the General Manager regarding investigating the incident and initiating appropriate action.

Threats or assaults that require immediate attention by law enforcement (police, sheriff, etc.) should be reported to the General Manager and to the following:

Natural Resources Center	Sarpy County Dispatch	593-4111
O&M Shop	Sarpy County Dispatch	593.4111
Blair Field Office	Police	911
Tekamah Field Office	Burt County Sheriff	374-2900
Walthill Field Office	Thurston Co. Sheriff	385-3018 or 911
Walthill O&M Shop	Thurston Co. Sheriff	385-3018 or 911
Dakota City Field Office	Emergency Police and Fire	911
	Local Police	494-7512
	Local Fire	494-7555

SAFETY RULES - ACCIDENT PREVENTION

The District is proud of its safety record and wants to continue to make working conditions as safe as possible. All employees are expected to follow common sense safety practices to protect themselves and others from injury. In order to insure the safety of employees, a comprehensive safety program is in effect. See the District's "Safety Manual," Appendix J. Protective equipment, as prescribed by the District, must be worn, and the District's safety policies, rules, and procedures, including those regarding the reporting of workplace injuries and accidents, must be followed. If you observe an unsafe condition or hazard, please bring this to the attention of your supervisor immediately. Additionally, report all accidents and injuries to your supervisor and our Safety Committee Coordinator, regardless of how small it might be, as soon as possible, but in any event not later than 24 hours after the occurrence.

CONCLUSION

~~The District believes that the personnel policies described in detail in this Employee Handbook represent modern, progressive policies.~~

~~The policies have been formulated to insure that in return for quality work, you and your coworkers have been carefully selected, adequately trained, and given every opportunity to receive fair wages, advancement and promotion limited only by personal ability. The District can remain effective — and thus provide jobs and wages for us all — only so long as we, as a team, are able to provide a valuable service to the Community.~~

~~Our success is up to you!~~

~~Your job, your personal development, your promotional possibilities all depend on your cooperation in enabling us to provide this service efficiently and promptly.~~

~~We do not require any employee to pay any person or organization for the right to work with the District. Affiliations, be they religious, fraternal or business, are matters of the~~

employee's own judgment. The District does not believe in compulsory membership in any organization.

EMPLOYEE VERIFICATION & ACKNOWLEDGEMENT FORM

I have received and reviewed a copy of the ~~District's Papio-Missouri River Natural Resources District~~ Employee Handbook, which ~~Manual to~~ includes the District's ~~Employee Handbook Attachment 1—Papio-Missouri River NRD Drug-Free and Alcohol-Free Workplace Policy (Attachment 1).~~ I further acknowledge my receipt and understanding of the ~~Papio-Missouri River NRD Safety Manual (Appendix J to the District's Policy Manual), and the Papio-Missouri River NRD Family and Medical Leave and Family Military Leave Policy (Appendix V to the District's Policy Manual).~~ ~~Employee Handbook Attachment 2—Papio-Missouri River NRD Safety Manual (Attachment 2); Employee Handbook Attachment 3—Papio-Missouri River NRD Pay Program Administration Manual (Attachment 3); and Employee Handbook Attachment 4—Papio-Missouri River NRD Papio-Missouri River NRD Employee Rights and Responsibilities under the Family and Medical Leave Act Family and Medical Leave and Family Military Leave Policy (Attachment 4).~~

I understand all of its rules, policies, terms and conditions, and agree to abide by them, realizing that failure to do so may result in disciplinary action up to and including termination of employment. I understand that I should consult the Administrative Coordinator regarding any questions not answered in this Handbook. I also understand that this Handbook supersedes all previous inconsistent written and unwritten policies, and any previous handbooks.

I understand and agree that my employment is terminable-at-will, so that both the District and I remain free to choose to end our work relationship for any lawful reason or no reason, at any time. I understand and agree that nothing in this Handbook in any way creates an expressed or implied contract of employment between the District and me, but rather is intended to foster a better working atmosphere while the employee/employer's relationship exists. I understand that no District representative has the authority to make any promise or agreement which is inconsistent with this Employee Handbook or any of the District's policies, rules, or procedures without the express, written approval of the General Manager. I also understand that no manager, supervisor, or other representative of the District has the authority to enter into any agreement contrary to this Handbook or for employment for any specified time, and any such agreement or terms are unenforceable unless they are in a writing signed by the Employee, the General Manager, and the Administrative Coordinator.

I understand that the District will monitor my computer files, Internet activity, e-mail messages and voice mail messages for various reasons. The District will disclose such activity and messages to a third party without my consent when it deems such action necessary. I consent to the District's monitoring of my computer files, e-mail transmissions, voice mail messages and Internet activity.

I understand that the District may revise, supplement, modify, interpret, or rescind any policies or portions of this Handbook, as it deems appropriate, in its sole and absolute discretion, with or without prior notice.

I agree that I will comply with and be bound by these policies. I understand that the policies are not a contract, that District management has the right to interpret and change these

~~policies, and that my employment is not under an employment contract but is “at-will” as described in these policies.~~

Employee Signature

Date

(Sign and return this form to your supervisor within seven (7) days of receipt.)

Papio-Missouri River NRD

Drug-Free and Alcohol-Free Workplace Policy

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY

I. PURPOSE

Alcohol or drug abuse by employees of the Papio-Missouri NRD, whether on or off the job, presents a variety of unacceptable risks, including:

- The risk of personal injury to coworkers or members of the public, from accidents caused by an individual who is under the influence of alcohol or drugs.
- The risk of harm to the District through reduced productivity, increased absenteeism, damage to District property, or damage to the District's reputation and to the public trust and confidence which has been placed in the District and its employees.
- The risk of physical, mental, emotional, and economic harm to the employee who is abusing drugs or alcohol, and to his or her family or friends.
- The risk of harm to the community and to the public we serve through any behavior which contributed to drug and alcohol abuse, one of the greatest threats to our society.

As a public entity and a responsible employer, the Papio-Missouri NRD must take steps to help reduce drug and alcohol abuse in our community, to prevent abuse by its employees affecting District property or operations, and to maintain a drug-free and alcohol-free workplace in the interest of safety and efficiency for all concerned. For these reasons, the District hereby establishes and commits itself to enforcement of the policies and procedures set forth below.

II. GENERAL POLICY — ALL EMPLOYEES

A. COVERAGE:

Parts I, II and III of this policy shall apply to all employees for the Papio-Missouri NRD and to all applicants for employment. Part IV of this policy sets forth additional requirements for drug and alcohol testing of those employees who, as a requirement of their position with the District, operate a commercial motor vehicle and are subject to commercial driver's license requirements. All employees must as a condition of employment abide by the terms of this policy. This policy replaces and supersedes to the extent they are inconsistent with this policy, other District policies including those covering Drugs and Alcoholic Beverages, and Disciplinary Procedures.

B. CORRECTIVE ACTION:

Violation of any part of this policy may result in any corrective action appropriate to the circumstances, notwithstanding any other provision of the District's policies or Employee Handbook. Depending on the circumstances, appropriate action may include, without limitation, termination from employment, suspension, warning, probation, or any lesser sanction: referral to EAP or another source for chemical dependency evaluation and/or treatment as a condition of

continuing employment; reassignment, supervision, or limitation of responsibilities; or other action deemed to be commensurate with the problem.

C. RULES AND REGULATIONS:

1. Use or Possession at Work. The use or possession of alcoholic beverages or illegal drugs, and the unlawful manufacture, distribution, dispensing, possession, or use of alcohol or illegal drugs, while on District property, in District vehicles, or on the job or performing District business, is prohibited.
2. Intoxication/Impairment. Appearing for work or performing any job duties or District business while intoxicated or impaired by alcohol or illegal drugs is prohibited. Employees who are believed to be intoxicated or impaired on the job may, in addition to any other appropriate action, be suspended or reassigned for safety reasons while the situation is evaluated.
3. Off-Duty Use. The use of alcohol off duty and off premises in any manner which results in intoxication or impairment on the job, which adversely affects attendance or job performance, or which otherwise adversely reflects on the District is prohibited. The use of illegal drugs, whether on or off duty and whether on or off premises, is prohibited under all circumstances.
4. Legal Drugs: Notification. The use of legal drugs (over the counter or prescription medications) in accordance with doctor's orders and manufacturer's recommendations is not prohibited. Excessive use or abuse of such drugs shall be considered to be the same as use of illegal drugs under this policy. If use of legal drugs in accordance with doctor's orders and manufacturer's recommendations may impair the employee's ability to safely and effectively perform his or her job, the employee must so notify his or her supervisors in advance, so that any necessary arrangements can be made to assure the safety and productivity of all employees. Employees may be required at any time to provide documentation of the nature and safety of any legal drugs currently being used. The District reserves the right, in its sole discretion, to require any employee to refrain from working while possibly under the influence of any drug or medication.
5. Drug Convictions. Any employee who is convicted of any criminal drug violation or of driving while intoxicated, must so notify his or her supervisor within five (5) days after the conviction.
6. Consent. All employees are required to consent, upon request, to drug and/or alcohol testing in accordance with this policy and to the release of test results to the District. Refusal to consent to such testing, to consent to the release of test results, or to otherwise fully cooperate with the testing process, may result in corrective action.
7. Management Discretion. Nothing contained in this policy shall require the District to obtain drug or alcohol testing before imposing corrective action in any circumstance, if testing is not needed or desired in the District's sole discretion; or

prevent the District from imposing corrective action in its sole discretion for any other infraction, regardless of whether or not drugs or alcohol are involved. The District reserves the right to require that any employee demonstrate current fitness for duty satisfactory to the District in its sole discretion, as a condition of returning to work or remaining at work. This policy, as with all District policies, is subject to management discretion in its interpretation and enforcement.

D. DRUG AND ALCOHOL TESTING:

Testing of blood and/or urine for the presence of alcohol and/or drugs will be conducted at District expense, in the following circumstances:

1. Pre-Employment Drug Testing. All applicants for employment who have been conditionally selected for hire will submit to drug testing, as part of the normal pre-employment physical, prior to confirmation of their appointment. Refusal to submit to the test, or testing positive, will disqualify the applicant from employment. If an applicant who is disqualified for this reason later re-applies for employment, the applicant will not be eligible for consideration for employment unless he or she can demonstrate successful completion of a bona fide drug rehabilitation program, including complete abstinence from drug abuse, and meets all other qualifications and conditions for employment including successfully passing another pre-employment drug test.
2. Post-Accident/Reasonable Cause. An employee involved in a serious job-related accident ~~may~~will be required to submit to testing if there is reason to believe that the employee was intoxicated or impaired by drugs or alcohol at the time of the accident. Continued employment with the District following adoption of this policy shall constitute the employee's consent to testing under these circumstances. For purposes of this section, the following definitions shall apply:
 - a. A serious job-related accident shall include any accidental or intentional incident on the job, on District premises, or involving District property, which results in damage to District property, in personal injury requiring medical attention, or in a substantial delay in work or production.
 - b. The determination of whether or not there is reason to believe that the employee was intoxicated or impaired by drugs or alcohol at the time of the accident may be based on any facts or circumstances which reasonably support the conclusion, including the following:
 - (1) Observable phenomena, such as direct observation of drug or alcohol use or possession, detection of an odor of alcohol on or around the employee, and/or observation of physical symptoms of intoxication or impairment such as slurred speech, staggered walk, erratic behavior, irrational statements, and so forth.

- (2) Extraordinary circumstances surrounding the accident which are difficult to explain other than as the result of the impairment of the employee's normal faculties.
 - (3) Information provided by a coworker or other third party which is independently corroborated or which appears to be provided in good faith and is consistent with the other facts of the situation.
 - c. A supervisor shall transport the employee to the testing site or make other arrangements for testing as soon as possible after the accident and the determination to require a test, and preferably no more than two (2) hours after the accident. If the employee is seriously injured and cannot provide the blood or urine sample necessary for testing, the employee shall provide all necessary authorizations for his or her doctor/hospital to release to District management all medical or hospital records related to the accident.
 - d. Refusal to comply with a request for testing or records shall be treated the same as if the employee tested positive.
- 3. Follow-Up Monitoring. Any employee may be required to agree to submit to periodic testing as part of an individualized plan of follow-up, after the employee has been disciplined for a violation of this policy or has been required to obtain counseling or treatment for chemical dependency pursuant to this policy. Refusal shall be treated the same as if the employee tested positive.

E. REHABILITATION

Employees who have a drug or alcohol related problem will be encouraged and assisted to obtain appropriate treatment whenever reasonably possible, but neither this philosophy nor the availability of treatment will excuse violation of the District's policies or rules, or necessarily lessen the corrective action taken. All employees should obtain help before their personal problem interferes with their work or leads to a violation of District rules. Employees are strongly encouraged to utilize the Employee Assistant Program for this purpose.

An employee may be required, as a condition of continued employment, to undergo a qualified professional assessment for chemical dependency whenever it is determined that the employee has violated this policy, or whenever there is reason to believe that the employee suffers from an alcohol or drug problem which requires intervention to prevent a serious job-related problem from occurring, and to follow through with any treatment recommended by the professional(s) conducting the assessment. The employee shall authorize the assessment and treatment providers to inform the District of the employee's diagnosis and treatment status. Eligibility to continue or to resume work, and any special conditions on the employee's work, shall be determined on a case-by-case basis to balance the individual's rehabilitation program which the District's interest in safety and operational efficiency, considering all relevant circumstances including without limitation the following:

- The expressed desires of the employee.

- The nature and success of the employee's treatment and after-care plan, including the employee's ability to function independently and to handle the responsibilities of his or her position.
- The nature of the employee's prior position, and other appropriate positions for which there are openings, including the extent of responsibilities, decision-making and stress levels, impact on safety issues, and so forth.
- The recommendations of the employee's treatment providers and supervisors. Treatment costs shall be the responsibility of the employee or his/her health insurance.

F. AWARENESS/EDUCATIONAL PROGRAMS

The District will periodically provide educational programs and resources to all employees, to increase their awareness and understanding of the dangers of drug and alcohol abuse, the District's drug-free and alcohol-free workplace policy, the penalties which may be imposed for violation of this policy, and the availability of the Employee Assistance Program and other helpful resources. Supervisors will receive training on identifying the signs and symptoms of drug and alcohol abuse, and on identifying impairment or intoxication on the job. Employees shall be encouraged, and may be required to attend these programs.

III. TESTING PROCEDURES

- A. APPROVAL:** Drug or alcohol testing of an employee (not an applicant) shall require the approval of the General Manager or Assistant General Manager
- B. TESTING FACILITIES:** Testing facilities shall meet any licensure or certification standards imposed by applicable state law and DOT regulations which are applicable. Testing will be conducted under the direction of qualified medical personnel selected by the District. The medical personnel will collect the blood and/or urine sample, arrange for testing by a qualified laboratory, and report test results to the District in accordance with accepted scientific standards and applicable laws and regulations. Testing costs will be paid by the District.
- C. TRANSPORTATION:** Applicants will be notified of the time and place for the pre-employment health examination, including drug and alcohol testing, and will be responsible for their own transportation and arrangements to complete the examination. Employees who are being tested based on reason to believe they are impaired or intoxicated shall be transported to the testing site and back to work or home by a supervisor.
- D. RELEASE OF RESULTS:** All applicants and employees being tested shall execute written authorizations for the tests, and for release of test results to the District. Refusal to do so shall be considered refusal to submit to the test.

- E. **OPPORTUNITY TO EXPLAIN:** If the initial screen and confirmatory test are positive, the applicant or employee will be afforded a reasonable opportunity to talk with the medical personnel/medical review officer to explain or rebut the results.
- F. **RECORDS:** Upon his/her written request, an employee will be allowed to review his/her records kept by the District pursuant to this policy. Confidential files containing test results shall be maintained for five (5) years in a secure location with controlled access. No information regarding the test or the results thereof shall be provided to any other person, orally or in writing, without the applicant's or employee's approval, except for those District employees or agents with a legitimate need for the information in the performance of their responsibilities, or as otherwise provided by law.
- G. **TAMPERING OR FALSIFICATION:** Any employee who knowingly tampers with or falsifies, or knowingly assists or aids another in tampering with or falsifying, any test sample or test results, or who knowingly violates the confidentiality of any test information, shall be subject to immediate and severe corrective action.
- H. **POSITIVE TEST:** For purposes of this policy, a blood/alcohol level of .02 or greater will constitute a positive test result. The presence of any amount of an illegal drug as determined in accordance with the cutoff levels established by the District and/or the testing facility, will be deemed a positive test.
- I. **NOTIFICATION OF RESULTS:** The District will notify an applicant of the results of his/her pre-employment drug test if the applicant requests such results within 60 days of being notified of the disposition of the employment application. The District will notify employees of their test results, both positive and negative, and, if positive, will notify employees of the specific drug(s) found.

IV. DEPARTMENT OF TRANSPORTATION (DOT) **TESTING-COMMERCIAL DRIVERS**

IN ADDITION TO PARTS I, II AND III OF THIS POLICY, drivers (as defined below) shall be governed by the following provisions, and by any other applicable provisions of DOT regulations. These provisions shall control if they conflict in any way with the provisions of Parts I, II and III of this policy governing all employees.

A. DEFINITIONS:

- 1. Alcohol. The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.
- 2. Driver. Any person whose job description required him or her to possess a valid commercial driver's license.
- 3. Drug. Those controlled substances set forth in the Regulations, including marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

4. Refuse to Submit. When an employee fails to provide adequate breath for alcohol testing, without valid medical explanation, or fails to provide an adequate urine sample for drug testing, without genuine inability to provide a specimen, when he or she has received notice that he or she must take an alcohol and/or drug test pursuant to this policy, or when the employee engages in conduct that clearly obstructs the testing process.
5. Regulations. Those regulations found at 49 C.F.R. Part 40 and 49 C.F.R. Part 381, as from time to time amended.
6. Safety-Sensitive Function. All on-duty functions performed from the time a driver begins work or is required to be ready to work until he or she is relieved from work and all responsibility for performing work.
7. Substance Abuse Professional. A licensed physician (M.D. or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

B. **ALCOHOL/DRUG PROHIBITIONS**

In addition to the prohibitions set forth in Parts I, II, and III of this policy, drivers are subject to the following prohibitions:

1. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. No driver shall use alcohol while performing safety-sensitive functions.
4. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. No driver shall refuse to submit to a post-accident, random, reasonable suspicion or follow-up alcohol test.
7. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any drug, except when the use is pursuant to the instructions of a physician who has advised the driver that the drug

does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

8. No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for drugs.

C. REQUIRED DRUG AND ALCOHOL TESTING

In addition to those testing requirements set forth in Part II of this policy, drivers are subject to the following drug and/or alcohol testing under the following conditions. Before performing a drug and/or alcohol test under Part IV of this policy, the District will inform the driver that the test is required by the Regulations. All testing under this Part IV will be conducted in accordance with DOT regulations.

1. Pre-employment. In addition to the requirements set forth in Part II of this policy, those existing employees who transfer into positions requiring them to possess a commercial driver's license will also be subject to pre-transfer drug testing.
2. Post-Accident. Alcohol and drug tests will be conducted as soon as practicable, after a driver is in an accident involving his or her use of a commercial motor vehicle:
 - a. if the accident occurred while the driver was performing safety-sensitive functions with respect to the vehicle and the accident involved loss of human life; or,
 - b. If the driver received a citation under state or local law for a moving traffic violation arising from the accident.

All drivers subject to post-accident testing must remain readily available for testing or will be deemed to have refused to submit to testing. However, a driver shall be allowed to leave the scene of the accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, provided the driver provides the District with all necessary authorization for the release to the District of medical records related to the accident. Alcohol tests will be performed within eight (8) hours following an accident, and drug tests will be performed within thirty-two (32) hours following an accident. Testing requirements for drivers under this paragraph may be fulfilled by properly administered tests conducted by federal, state and/or local law enforcement officials as long as the test results are provided to the District.

3. Reasonable Suspicion. Drivers will be subject to drug and/or alcohol testing when the District has reasonable suspicion to believe that the employee's faculties are impaired on the job or that the employee has used or possessed drugs and/or alcohol. The determination of reasonable suspicion will be made by a supervisor or manager who is specifically authorized and trained by the District to make the determination. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, speech or

body odors of the employee. The supervisor or manager will document the basis for his or her suspicion within 24 hours of the incident, or before the test results are released if that is sooner. Management's determination of whether reasonable suspicion exists shall be final. The supervisor or manager who makes the determination that reasonable suspicion exists to test for alcohol may not conduct the alcohol test. Reasonable suspicion tests will only be conducted on a driver just before, during, or just after the driver's performance of safety-sensitive functions. Attempts to conduct an alcohol test shall cease eight (8) hours after the determination that reasonable suspicion exists. After a determination of reasonable suspicion of alcohol use, the driver may not return to the performance of a safety-sensitive function until an alcohol test establishes that the driver has an alcohol concentration of less than 0.02 or until twenty-four (24) hours have elapsed since the determination.

4. Random. All drivers are subject to drug and/or alcohol testing on a random basis at unannounced times spread reasonably throughout the year in accordance with the Regulations. Tests for alcohol will be conducted just before, during, or just after the performance of safety-sensitive functions.
5. Return-to-duty. Drivers who have violated Part IV of this policy must submit to a return-to-duty drug and/or alcohol test. A driver may not return to the performance of safety-sensitive functions until, in the case of an alcohol test, he or she has an alcohol concentration of less than 0.02 or, in the case of a drug test, the test produces a verified negative result.
6. Follow-up. Drivers who violate Part IV of this policy and are subsequently identified by a substance abuse professional as needing assistance shall be subject to unannounced, random alcohol and drug testing following their return to duty as required by the substance abuse professional in accordance with the Regulations. Follow-up testing will be performed for a period of one (1) to five (5) years, with a minimum of six (6) tests to be performed during the first year following a driver's return to duty.

D. CONSEQUENCES OF VIOLATING THIS POLICY

In addition to those consequences set forth in Part II of this policy (up to and including termination of employment), a driver who violates this policy will be immediately removed from the performance of safety-sensitive functions and may not return to duty to perform safety-sensitive functions until he or she has been evaluated by a substance abuse professional in accordance with this policy and has been administered a return-to-duty test that produces the required result.

A driver who is tested and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall not perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than twenty-four (24) hours after the test was administered.

Subject to applicable law, the District does not guarantee that a position will be held open for the driver in the event a driver violates this policy and later becomes requalified for his or her position.

E. REHABILITATION

A driver who violates Part IV of this policy and whose employment is not terminated, shall be evaluated by a substance abuse professional who will determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and/or drug use. Additionally, after such evaluation, the driver is subject to return-to-duty process and follow-up testing as described above. The paragraph does not apply to those individuals who refuse to submit to pre-employment drug testing or those individuals whose pre-employment drug test produces a verified positive result.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
DRUG-FREE AND ALCOHOL-FREE WORKPLACE POLICY
ACKNOWLEDGMENT AND CONSENT FORM**

I acknowledge that I have read and understand the Papio-Missouri NRD Drug-Free and Alcohol-Free Workplace Policy effective ~~January 1, 1996~~ January, 2015.

Comment [MB16]: Just a reminder to fill in the date here

I agree to comply with the policy and cooperate fully in any requested testing, and I consent to blood, breath and/or urine testing pursuant to the policy. I further consent to the release of test results to the District or others for use pursuant to the policy.

I understand that consent and cooperation in these procedures is a condition of employment and that refusal to consent will result in my discharge from employment.

I understand that a violation of this policy may result in corrective action by the District, up to and including termination of employment.

I authorize the release of any test results to the State Department of Labor, the U.S. Department of Transportation, or any other government agency upon valid request or as otherwise required by law.

Name (Please Print)

Employee Signature

Date

**SUPERVISOR OR MANAGER BASIS FOR REASONABLE SUSPICION
DRUG/ALCOHOL TESTING**

Employee Name: _____

Date: _____ Time: _____

Description of Circumstances: _____

Reason for testing: _____

Names of known witnesses: _____

Supervisor(s) or Manager(s) signature(s): _____

~~EH Attachment 2~~

~~Papio-Missouri River NRD~~

~~SAFETY MANUAL~~

**~~Referenced Policy is Appendix J of the
District's Policy Manual~~**

~~EH Attachment 3~~

~~Papio-Missouri River NRD~~

~~Pay Program Administration Manual~~

Comment [HW17]: Consider removing this Manual from the Employee Handbook. It seems more like an internal guidance document for managers and supervisors than it does like policies that should be included in a handbook.

~~Referenced Policy is Appendix C of the
District's Policy Manual~~

EH Attachment 4

Papio-Missouri River NRD

Employee Rights and Responsibilities under the Family and Medical Leave & Family Military Leave Policy

~~Referenced Policy is Appendix V of the
District's Policy Manual~~

Basic Leave Entitlement

In accordance with the Family and Medical Leave Act (FMLA) and its regulations, eligible employees may take a leave of absence because (1) of the birth of a son or daughter and in order to care for such son or daughter; (2) of the placement of a son or daughter with the employee for adoption or foster care; (3) the employee is unable to work due to his/her own serious health condition; (4) the employee needs to care for a spouse, son or daughter or parent with a serious health condition; (5) of a qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; or (6) the employee is the spouse, son or daughter, parent or next of kin of a covered servicemember with a serious injury or illness and the employee needs to care for that person.

To be eligible for FMLA leave, an employee must:

1. Have been employed by the District for at least 12 months, which need not be consecutive; and
2. Have worked at least 1250 hours for the District during the 12 month period immediately preceding the commencement of the leave

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No bullets or numbering

Except in the case of servicemember family leave, an employee's total cumulative FMLA leave may not exceed 12 weeks in any 12-month period. Additionally, all employees must use available sick leave and vacation leave while on FMLA leave. A husband and wife who are eligible for FMLA leave and are employed by the District are limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken to care for the employee's parent with a serious health condition, for the birth of the employee's son or daughter or to care for the child after the birth, or for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement. FMLA leave for the birth or placement of a child must be completed within one year after the birth or placement of that child.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. The District may require employees to provide a copy of the covered military member's active duty orders or other military issued documentation that indicates that the covered military member is on active duty in support of a contingency operation, and the dates of the active duty service.

Servicemember Family Leave

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for

which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

The 12-Month Period

In calculating entitlement to FMLA leave, the 12-month period is determined on a “rolling” basis, measured backward from the date an employee uses any FMLA leave. Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

For example, if you use four weeks beginning February 1, 2013, four weeks beginning June 1, 2013, and four weeks beginning December 1, 2013, you would not be entitled to any additional FMLA leave until February 1, 2014. However, on February 1, 2014, you would be entitled to four weeks of leave; on June 1, 2014 you would be entitled to an additional four weeks, etc.

Using Available Paid Leave

You will be required to take any available paid leave (vacation, sick leave, etc.), if any, as part of your FMLA leave that is otherwise unpaid. Employees on leave for a condition or injury covered by Worker’s Compensation will be required to take FMLA leave concurrently with that Worker’s Compensation leave. Employees do not continue to accrue vacation or sick leave (if provided) during such leave.

Notice and Certification

In the case of foreseeable leave, you must provide 30 days advance notice, if possible. If 30 days’ notice is not possible, notice must be provided as soon as possible. If it is necessary for you to take leave to obtain planned medical treatment, you must make a reasonable effort to schedule the treatment so it does not disrupt our operations. In some cases, you may need leave on only an intermittent basis. In those cases, you may be assigned to an alternative position which better accommodates your intermittent absences.

In the case of leave due to the serious health condition of you or your spouse, child or parent, you will be required to provide appropriate medical certification. This certification must include information such as the date the serious health condition commenced; the probable duration of the condition; the appropriate medical facts within the knowledge of the health care provider regarding the condition; and, in the case of your own serious health condition, a statement from a health care provider that you are unable to perform your job duties. In addition, if your leave is to care for a family member, the health care provider must indicate that you are needed to care for the family member and provide an estimate of the time you will be needed.

In the case of servicemember family leave, you must provide appropriate certification to confirm the family member is a “covered servicemember” or “covered veteran.” This certification must include information such as the date the serious injury or illness commenced, the probable duration of the serious injury or illness, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, the health care

provider must indicate that you are needed to care for the covered servicemember and provide an estimate of the time you will be needed, and if the individual is a covered veteran, confirmation that the military member is a veteran, the date of separation, and whether the separation was other than dishonorable.

In the case of military "qualifying exigency" leave, you will be required to provide appropriate documentation and certification of the need for leave and certain details related to the leave, including but not limited to, where applicable, a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.

Return to Work and Benefits

Upon return from your leave, we will reinstate you to your former position or to an equivalent position. Your seniority and benefits will not continue accruing during any unpaid period of your leave. If you are returning from a leave due to your own serious health condition, you must provide a note from your health care provider releasing you to work.

Any group insurance you had prior to leave will continue during the term of your leave on the same basis as if you were not absent from work, including your obligation to pay your normal portion of the premium. Please note that if you fail to return from your leave, we may recover from you the cost of any premiums paid on your behalf to continue insurance coverage, as allowed by law.

Discretionary Leave for Employees Not Eligible under FMLA

The District may, *at its sole discretion*, grant FMLA leave, or some variation of leave, to those employees who are not legally entitled to such leave due to ineligibility (e.g., less than 12 months' employment).

Additional Information on FMLA Leave

It is impossible to cover all aspects of family and medical leave in this policy. Therefore, when you determine that you will need to take leave under this policy, please contact the Administrative Coordinator or refer to the Federal Department of Labor's "Employee Rights and Responsibilities" notice, a copy of which is attached hereto.

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EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.