



# SHERBURNE SWCD

Personnel Handbook

Adopted 4/10/2014  
Amended 9/21/2017



**SHERBURNE SOIL AND WATER CONSERVATION DISTRICT  
TABLE OF CONTENTS**

|  |    |
|--|----|
| ARTICLE I: ADOPTION .....  | 4  |
| ARTICLE II: ACKNOWLEDGMENT .....                                 | 5  |
| SECTION I: GENERAL PROVISIONS .....                              | 6  |
| A. PURPOSE.....  | 6  |
| B. MANAGEMENT RIGHTS .....                                       | 6  |
| C. ADMINISTRATION.....   | 7  |
| D. INDEMNIFICATION.....  | 7  |
| E. CONFLICT WITH STATUTORY PROVISIONS .....                      | 7  |
| F. EMPLOYEE RESPONSIBILITIES.....                                | 7  |
| G. TEMPORARY, INTERMITTENT, AND SEASONAL EMPLOYEES.....          | 7  |
| SECTION II: DEFINITIONS .....                                    | 8  |
| SECTION III: EQUAL OPPORTUNITY AND NON-DISCRIMINATION .....      | 10 |
| A. EQUAL OPPORTUNITY POLICY .....                                | 10 |
| B. NON-DISCRIMINATION POLICY.....                                | 10 |
| SECTION IV: EMPLOYMENT PROCESS.....                              | 10 |
| A. RECRUITMENT .....   | 10 |
| B. SELECTION, CRITERIA, AND RANKING .....                        | 11 |
| C. REQUIREMENTS OF PHYSICAL AND PSYCHOLOGICAL EXAMINATIONS ..... | 12 |
| D. PROBATIONARY PERIOD.....                                      | 13 |
| SECTION V: HOURS OF WORK AND ATTENDANCE .....                    | 14 |
| A. WORK SCHEDULES.....   | 14 |
| B. ATTENDANCE.....   | 14 |
| C. PAYROLL .....   | 15 |
| D. OVERTIME.....   | 15 |
| E. COMPENSATORY TIME .....                                       | 16 |
| SECTION VI: JOB CLASSIFICATION & COMPENSATION PLAN.....          | 16 |
| A. JOB CLASSIFICATION PLAN .....                                 | 16 |
| B. COMPENSATION PLAN .....                                       | 17 |
| SECTION VII: PROMOTION, DEMOTION, VACANCIES & TERMINATIONS ..... | 18 |
| A. PROMOTION .....   | 18 |
| B. DEMOTION .....  | 18 |
| C. VACANCIES .....   | 18 |
| D. TERMINATION .....   | 19 |
| SECTION VIII: EMPLOYEE BENEFITS .....                            | 20 |
| A. LEAVE WITH PAY.....   | 20 |
| B. LEAVE WITHOUT PAY.....  | 26 |
| SECTION IX: INSURANCE PROGRAMS AND OTHER BENEFITS .....          | 26 |
| A. INSURANCE.....  | 27 |
| B. PERA .....  | 28 |
| C. 457 PLAN/IRA .....  | 28 |
| D. TERMINATION BENEFITS .....                                    | 28 |
| E. EMPLOYEE ASSOCIATION DUES.....                                | 29 |
| F. WORKER’S COMPENSATION.....                                    | 29 |
| SECTION X: EMPLOYEE TRAINING AND DEVELOPMENT .....               | 29 |
| A. EMPLOYEE TRAINING AND DEVELOPMENT .....                       | 29 |
| SECTION XI: PERFORMANCE, BEHAVIOR, AND CONDUCT .....             | 30 |
| A. PERFORMANCE EVALUATION.....                                   | 30 |

|               |   |    |
|---------------|---|----|
| B.            | HARASSMENT AND OFFENSIVE CONDUCT POLICY.....                    | 32 |
| C.            | DISPUTE RESOLUTION .....  | 36 |
| D.            | EMPLOYEE DISCIPLINE AND DISCHARGE .....                         | 37 |
| SECTION XII:  | REIMBURSED EXPENSES AND CREDIT CARD POLICY .....                | 40 |
| A.            | REIMBURSED EXPENSES .....                                       | 40 |
| B.            | Employee-owned Mobile Communication Device Reimbursement .....  | 41 |
| C.            | CREDIT CARD POLICY .....  | 42 |
| D.            | WITNESS REIMBURSEMENT POLICY .....                              | 44 |
| SECTION XIII: | INTERNET, E-MAIL, COMPUTERS, VEHICLES AND EQUIPMENT USAGE ..... | 45 |
| A.            | E-MAIL, INTERNET AND COMPUTER USE POLICY .....                  | 45 |
| B.            | VEHICLES AND EQUIPMENT .....                                    | 47 |
| SECTION XIV:  | SAFETY AND HEALTH .....   | 47 |
| A.            | SAFETY AND HEALTH POLICY .....                                  | 48 |
| B.            | LIFE THREATENING ILLNESSES .....                                | 48 |
| C.            | DRUG FREE WORKPLACE .....                                       | 49 |
| D.            | TOBACCO FREE WORKPLACE .....                                    | 49 |
| E.            | SEAT BELT SAFETY.....   | 50 |
| F.            | POLICY PROHIBITING FIREARMS AT WORK .....                       | 50 |
| SECTION XV:   | RECORDS AND DATA PRIVACY.....                                   | 50 |
| A.            | RECORDS AND DATA PRIVACY .....                                  | 50 |
| SECTION XVI:  | GENERAL REQUIREMENTS .....                                      | 52 |
| A.            | NOTICE OF INJURY TO PUBLIC .....                                | 52 |
| B.            | PERSONAL DRESS.....   | 52 |
| C.            | KEY POLICY.....   | 52 |
| D.            | DISTRICT MANAGER .....  | 53 |
| E.            | CONFLICT OF INTEREST .....                                      | 54 |
| F.            | POLITICAL ACTIVITY .....  | 54 |

**SHERBURNE SOIL & WATER CONSERVATION DISTRICT  
EMPLOYMENT RULES AND REGULATIONS**

**ARTICLE I: ADOPTION**

**RESOLUTION ADOPTING THE SHERBURNE SOIL & WATER  
CONSERVATION DISTRICT PERSONNEL HANDBOOK**

**WHEREAS**, it is the intent of the Board of Supervisors of the Sherburne Soil and Water Conservation District to adopt employment rules and regulations that apply to all District employees in order to assure maximum service to the taxpayer, and at the same time provide uniform employment rules and regulations which are fair and equitable for all District employees,

**BE IT RESOLVED**, that the following employment terms, conditions and definitions constitute the employment rules and regulations of the Sherburne Soil and Water Conservation District, and apply to all District employees except those who are subject to state regulations, union contracts, or otherwise specifically excepted within the provisions of these rules and regulations, and

**BE IT FURTHER RESOLVED**, that the Sherburne Soil and Water Conservation District Board of Supervisors reserves the right to change its employment rules and regulations in the Sherburne Soil and Water Conservation District Personnel Handbook (hereinafter referred to as the Personnel Handbook) at any time and as the District Board deems necessary. The Personnel Handbook does not guarantee District employees continued employment with the District, nor does it constitute an employment contract.

**BE IT FURTHER RESOLVED**, that whenever reasonably possible, each new employee on the first day of their employment, shall receive a copy of this handbook, and shall have each section explained to their satisfaction. An acknowledgment of the existence of these rules and regulations will be attested to by the employee's signature on the Handbook Authorization Form which follows this policy.

**BE IT FURTHER RESOLVED**, that the effective date of these employment policies is **4/13/2017**, which is the amended and adopted date of this document and that any existing employment rules and regulations of the Sherburne Soil and Water Conservation District are superseded by these employment rules and regulations, and

**BE IT FURTHER RESOLVED**, that this document be known and called the "Sherburne Soil and Water Conservation District Personnel Handbook", and that the original document shall be on file in the office of the Sherburne Soil and Water Conservation District.

By: \_\_\_\_\_  
Title: District Manager

Date: \_\_\_\_\_

**SHERBURNE SOIL AND WATER CONSERVATION DISTRICT  
EMPLOYMENT POLICY**

**ARTICLE II: ACKNOWLEDGMENT**

**PERSONNEL HANDBOOK ACKNOWLEDGMENT**

**EMPLOYEE NAME:** \_\_\_\_\_

**POSITION/TITLE:** \_\_\_\_\_

*New Employee:*

I, \_\_\_\_\_, do hereby acknowledge that my reading and understanding these personnel rules and regulations is a condition of my probation and that I will execute this form within two (2) weeks of my hire and I hereby agree to abide by these personnel rules and regulations.

SIGNED:  
Employee \_\_\_\_\_

Date \_\_\_\_\_

*Current Employee:*

If I am a present employee of the Sherburne Soil and Water Conservation District and not a new hire, I acknowledge that these personnel rules and regulations supersede any previous personnel rules and regulations that I may have been subject to.

SIGNED:  
Employee \_\_\_\_\_

Date \_\_\_\_\_

## SECTION I: GENERAL PROVISIONS

### A. PURPOSE

The purpose of these Rules and Regulations is to provide a uniform, comprehensive and efficient system of personnel administration for the Sherburne Soil and Water Conservation District (hereinafter referred to as the "District"). The rules and regulations and resulting procedures are designed to be a working guide to the administration of the District's terms and conditions of employment. It shall be the further purpose of these Rules and Regulations to ensure that:

1. Recruiting, selecting, and advancement of employees shall be based on job related factors such as relative ability, knowledge, and skills.
2. Positions with comparable duties and responsibilities shall be compensated on the basis of comparable compensation for comparable work, consistent with attraction and retention considerations.
3. Fair treatment be afforded to applicants and employees in all aspects of personnel administration without regard to race, creed, religion, sex, national origin, age, disability, marital status, political affiliation, sexual orientation, status with regard to public assistance, arrest or conviction records, except as it pertains to bona fide occupational qualifications, as determined by applicable federal and Minnesota laws, executive orders, and administrative regulations regarding the same.
4. Retention and separation of employees is on the basis of necessity, legal authorization of the position or availability of funds.
5. Employees are protected from coercive partisan political practices and that employees are likewise prohibited from using their official authority to interfere with or affect the result of an election or nomination for office.
6. Continuity and consistency in type and style of management is promoted, thereby stimulating action and a higher level of productivity, assuring the citizens of Sherburne County that they are being served by the employment of the highest possible caliber of personnel.

### B. MANAGEMENT RIGHTS

The District Board has the sole authority to approve, modify, reject or approve as modified these rules and regulations by resolution.

The rules and regulations are not intended as a binding employment contract or an offer of employment conditions other than those of an at-will employee. These rules and regulations, in whole or in part, are subject to change, revocation, modification, or amendment at any time at the District's sole discretion with or without advance notice. The District will try to keep the Personnel Handbook current, but there may be times when rules and regulations will change before these materials can be updated.

The District Board retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to

perform any inherent managerial functions not specifically limited by current collective bargaining agreements, these rules and regulations and District Board resolutions.

**C. ADMINISTRATION**

These rules and regulations shall be administered by the District Manager, who is directly accountable to the District Board. The District Manager shall develop and provide necessary forms, procedures and instruction for the implementation of these rules and regulations.

Copies of these rules and regulations shall be made available to all employees and made available to interested representatives. A copy of these rules and regulations is distributed to each new employee as a part of the new employee orientation process. Printed copies of these rules and regulations will be available for public review upon request to the District Manager.

**D. INDEMNIFICATION**

In accordance with Minnesota Statutes, Chapter 466, the District declares its intent to defend, save harmless and indemnify any of its officers and employees against tort claim or demand, whether groundless or otherwise, arising out of alleged act or omission occurring in the performance of a duty, except that of malfeasance in office, willful or wanton neglect of duty, or bad faith, which shall be determined by the District Board.

**E. CONFLICT WITH STATUTORY PROVISIONS**

The provisions of the Personnel Handbook are subject to the laws of the United States and the State of Minnesota. In the event any provision of this Handbook shall be contrary to law, such provision shall be voided. All other provisions of the Handbook shall continue in full force and effect.

**F. EMPLOYEE RESPONSIBILITIES**

Employees subject to these rules and regulations may comply with, and carry out the provisions of these rules and regulations. Any employee who fails to comply with any of the provisions of these rules and regulations shall be subject to disciplinary action, up to and including termination of employment.

**G. TEMPORARY, INTERMITTENT, AND SEASONAL EMPLOYEES**

The District Manager retains the authority to hire temporary, intermittent, and seasonal employees throughout the year, as he/she deems necessary to alleviate employee shortages and to ensure the continued workflow of their operations, consistent with district budget guidelines. Authority for District Manager to hire is granted provided that he/she shall adhere to District budget management guidelines and the status of temporary, intermittent, and seasonal employees are maintained.



## SECTION II: DEFINITIONS

Unless otherwise indicated, the following terms used in these Personnel regulations shall have the following meaning:

**Appointment** - An assignment to a paid position within the District service.

**County** - Sherburne County.

**Days** - Calendar days unless otherwise noted.

**Demotion** - A change of an employee's position from one position into another with lesser duties and/or compensation.

**Discharge** - A termination from District employment.

**Dispute** - A disagreement as to the interpretation or implementation of these regulations.

**District** - The Sherburne Soil and Water Conservation District

**District Board** - The Sherburne Soil and Water Conservation District Board of elected supervisors.

**District Manager** - A person holding a paid position within the District service whose regular job responsibilities include managing the day to day operations of all the employees.

**Employee** - A person holding a paid position within the District service, as defined by Minnesota Statute 179.A.

**Employment Date** - The date a person begins employment with the District.

**Exempt Employee** - All professional, administrative, and executive employees excluded from the overtime pay provisions of the Federal Fair Labor Standards Act.

**Job Description** - The written document that identifies the purpose, duties, responsibilities, requirements, accountability of a job and the knowledge, skills and abilities necessary to perform the job.

**Job Elimination** - The removal of a position from the organizational structure.

**Job Evaluation** - Process of comparing and grading the relative value of jobs in the District for the purpose of determining salary levels and ranges, and compliance with pay equity statutes and rules.

**Layoff** - A separation from employment due to lack of work, lack of funds, or other reason not attributable to the employee.

**Leave of Absence** - An approved, temporary separation from active employment status, which may be with or without compensation.

**Non-exempt Employee** - All employees not excluded from the overtime pay provisions of the Federal Fair Labor Standards Act.

**Overtime** - All hours worked for non-exempt employees in excess of hours required to be paid as such under the Federal Fair Labor Standards Act.

**Personnel Committee** - The committee is comprised of two Supervisors to address personnel issues.

**Position** - A group of duties and responsibilities requiring the full-time or part-time employment of at least one person.

**Probationary Period** - The first six (6) months of active service in a new position, designed to be an extended selection period to determine if regular status should be granted. Under certain circumstances, the probationary period may be extended beyond six months.

**Promotion** - A change in an employee's status with more responsible duties and/or a higher salary range.

**Paid Time Off** - (PTO) all eligible employees accrue PTO based on tenure.

**Reclassification** - a reassignment or change in classification of an individual position resulting from significant changes in the duties and responsibilities of the position.

**Re-employment** - Appointment of a former employee to a position with the District.

**Reinstatement** - Appointment of a former District employee to a position which the employee was assigned prior to their termination or separation.

**Resignation** - Voluntary termination of employment from District service.

**Severance Pay** - Payout of benefits and compensation to regular employees leaving District employment in good standing.

**Seniority** - The duration of continuous employment from the employee's most recent date of hire.

**Status (Employment)**

1. **Regular Full-time** - An employee in a position that is regularly budgeted as a forty (40) hour work week position and has successfully completed a probationary period.
2. **Regular Part-Time** - An employee in a position regularly budgeted to work less than the forty (40) hour work week that has successfully completed a probationary period. To be eligible for District fringe benefits, a regular part-time employee must be regularly scheduled to work at least twenty (20) hours per week.
3. **Seasonal** - An individual hired by the District, generally during the period of April through September, performing duties that are temporary during that period of time. Seasonal employees are not eligible for District fringe benefits except as mandated by State and Federal Law.
4. **Temporary** - An employee, working full or part-time, in a position that is seasonal or whose employment is limited by the duration of a specific project. Temporary employees serve at the discretion of the District Manager. Upon recommendation of the District Manager, the District Board will make a determination of a reasonable wage. Temporary employees are not eligible for District fringe benefits except as mandated by State and Federal Law.
5. **Intern/Apprentice** - An individual in a training program, paid or unpaid, who has limited status as an employee.
6. **Volunteer** - An unpaid individual who serves the District at his or her own free will.

**Supervisor(s)** - The District Board of elected Supervisors.

**Suspension** - A temporary separation from active employment, with or without compensation.

**SWCD** - Sherburne Soil & Water Conservation District

**Termination** - A permanent separation from District employment.

**Unauthorized Leave** - An absence from normal duties, not authorized by a specific grant of a leave of absence under the provisions of these Rules and Regulations shall be deemed to be an absence without leave.

**Veteran** - Any person defined as a veteran by Minnesota Statute 197.447.

**Veteran's Preference** – Applicants and employees who are entitled to preference in hiring and discharge by Minnesota Statute 197.447.

**Voluntary Termination** - All terminations initiated by the employee.

### SECTION III: EQUAL OPPORTUNITY AND NON-DISCRIMINATION

#### A. EQUAL OPPORTUNITY POLICY

The District embraces the concept of equal employment opportunity, and is committed to compliance with all applicable Federal and Minnesota laws, executive orders and administrative regulations regarding same. The rules and regulations have been drafted and will be enforced without regard to race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, status with regard to public assistance, arrest or conviction records, except in the instance of a bona fide occupational qualification necessary for proper and efficient government operations. In all instances, proper regard shall be provided for applicants' and employee's privacy and constitutional rights as citizens under Federal and Minnesota law. It is the responsibility of every employee of the District to ensure the implementation of this equal opportunity policy, and failure of any employee to perform in a manner consistent with this policy will constitute grounds for reprimand, suspension, demotion or dismissal from the District's employment.

#### B. NON-DISCRIMINATION POLICY

In the event that any applicant or employee feels that he or she has been discriminated against on the basis of the individual's status as a protected class member under Minnesota State or Federal law (race, color, gender, disability, religion, creed, marital status, status with respect to public assistance, sexual orientation, national origin or age), the individual shall notify the District Manager, specifying the basis of his or her belief and all facts surrounding the alleged discriminatory action. In the event that the District Manager is unavailable or involved in the alleged discrimination, the complaint shall be made with the Personnel Committee. The District Manager or Personnel Committee shall initiate an investigation into the allegation of discrimination, in the same manner as set forth in the District's, Harassment and Offensive Conduct Policy. Appropriate action shall be taken to correct any unlawful discrimination, which may have occurred.

### SECTION IV: EMPLOYMENT PROCESS

#### A. RECRUITMENT

Consistent with the concepts of Equal Employment and Affirmative Action, the District will recruit and select qualified individuals available for all positions. All recruiting shall be conducted and coordinated by the District Manager, under the direction of the Personnel Committee. Any offers of employment or other related matters must be authorized by the District Board.

##### 1. **Public Announcement of Vacancies**

When a vacancy exists, the District Manager shall prepare and publish a notice of the position opening. The notice shall specify the position's title, starting salary range, a description of the duties and responsibilities, working hours, minimum qualifications, the application procedure, and other pertinent information. Such announcements shall allow a reasonable period of time for interested parties to apply; the minimum notice period shall be five (5) working days.

##### 2. **Application**

An applicant for a vacancy shall complete an employment application form, and submit a resume if applicable, to supply pertinent information relative to the

applicant's skills, education, experience, licenses, etc. needed to assess the applicant's qualifications. Applications will be received and screened by the District Manager and/or the Personnel Committee for the selection process.

- Applications, interview notes, score sheets, selection criteria, rankings, and test results will be kept on file according to the District's adopted General Record Retention Schedule. If the position is re-opened during the probationary period the appointing authority may elect to reconsider the same list of candidates without re-advertising the position.

## **B. SELECTION, CRITERIA, AND RANKING**

The selection process may consist of competitive examinations, ratings of experience and training, physical abilities and examination, oral interviews and/or other valid selection techniques. The specific procedure(s) utilized shall depend on the position. However, all positions subject to the Veterans Preference Act shall be based on a 100-point selection criteria. Veterans' preference points shall be awarded, consistent with applicable law, after the applicant has met the minimum qualifications for the position but prior to selection of finalists. Any method(s) chosen shall evaluate only those criteria necessary to perform adequately in the position.

The District Manager shall create and maintain a list of eligible candidates for each position based upon the competitive examinations and selection criteria for that position. Applicants will be ranked for further consideration based on test results and ratings of experience and education. The District Manager shall determine how many applicants, considered in rank order, shall be interviewed. The determination shall be made as to provide equal opportunity to applicants with similar qualifications and lead to the selection of the most qualified person.

### **1. Interviewing**

Interviews shall be conducted by a team consisting of at least two persons. Only job-related interview questions may be asked. A list of interview questions shall be prepared and/or reviewed by the District Manager and used consistently for each candidate. The District Manager shall keep a copy of these questions and notes on the applicant's responses according to the District's adopted General Record Retention Schedule. A major objective of the interview process shall be to obtain additional information on each applicant's skills, abilities, training, education, experience, attitudes and overall suitability. Should it be determined that a statement made during the interview process is false, misleading, or omitted requested information, the applicant will be rejected prior to hiring, or, if employed, will be subject to immediate dismissal.

Accommodations will be made for disabled individuals in the interview process, upon request made to the District Manager.

Only finalists for a position need be interviewed, unless, at the discretion of the District Manager, the number of applicants is sufficiently small. It would then be acceptable to allow all applicants to be considered "finalists" and interviewed for the position.

From the available candidates, the best candidate shall be selected by the District Manager as a potential hire. The District Manager shall check a minimum of two (2) references.

**2. Notification**

The District Manager shall formally notify the selected candidate of their appointment, the starting date, salary, benefits, status, and other conditions of employment. The District Manager shall also notify all the applicants, in writing, who were not selected for the position. Upon hire, an orientation to District employment shall be conducted, including a summary of these rules and regulations, and the signature of the Personnel Handbook acknowledgment form within two (2) weeks of hire will be required.

**3. Re-employment**

Re-employed persons shall be considered new employees, without consideration of previous employment for purposes of pay, benefits and/or seniority, and shall serve a probationary period.

**4. Re-instatement**

Former employees may receive consideration for re-instatement to their former position, upon the recommendation of the District Manager to the District Board. Re-instated employees may receive consideration of previous employment for the purposes of pay, benefits, and/or probationary period for up to one (1) year after termination or resignation.

**C. REQUIREMENTS OF PHYSICAL AND PSYCHOLOGICAL EXAMINATIONS**

An applicant or employee appointed to a position must be able to perform the essential duties and responsibilities of the position.

After a conditional offer of employment has been made, the selected applicant may be required to undergo and pass an appropriate pre-placement health screening and may be required to undergo a physical examination prior to appointment to a position. The District will pay for the total cost of such pre-employment examinations.

A medical evaluation report shall be prepared for each applicant and kept on file separately from their applications. In the event that the applicant is appointed and upon obtaining the appropriate medical release, the report shall be maintained in a separate file, apart from the employee's personnel file.

The District may declare the applicant/employee ineligible for consideration for appointment to the position if the medical evaluation report indicates that the applicant cannot perform the essential duties of the position and maintain a safe work environment.

If an employee is considered by the District Manager to be unable to perform the essential duties and responsibilities of the position involved, or causes the employee to use PTO in an excessive manner, the District Manager may require such employee to discontinue work immediately and be examined at the District's expense by a qualified physician or psychologist approved by the District. Upon proper medical release, the physician shall provide a medical evaluation report to the District in accordance with a certification form approved by the Department of Labor (DOL).

If the physician's certification indicates that the employee is unable to perform the essential duties of the current position, the employee may be eligible for a transfer to a vacant position for which the employee is proven to be qualified. The District will make reasonable accommodations to assist the employee in gainful employment with the District.

**D. PROBATIONARY PERIOD**

**1. Purpose**

A probationary period will be required for employees upon appointment, promotion or transfer to a position for the purpose of examining and evaluating the employee's total work performance and conduct. The Personnel Committee shall determine whether regular employment status is to be granted or denied. Such a determination is not subject to appeal.

**2. Duration**

Every person appointed, promoted, or transferred to a regular position shall be required to successfully complete a probationary period. The probationary period shall commence upon appointment to the position and normally continue for six (6) months of active service.

A probationary period may be extended up to an additional six (6) months by the District Manager filing for a request for an extension with the Personnel Committee prior to the expiration of the probation period. A request for extension must detail the cause and length of the extension.

If the employee is unable or unwilling to satisfactorily perform the duties and responsibilities of the position or exhibits work habits that do not warrant granting regular status, the District Manager may request to the Personnel Committee the termination of such employee any time during the probationary period.

**3. Evaluation**

The District Manager shall prepare periodic performance appraisals during the probationary period, normally at the mid-term of the period, and one month prior to the end of the probationary period. Such reports shall indicate performance deficiencies, if any, and recommendations for improvement.

**4. Completion**

The District Manager shall have the option to certify that the employee's performance and conduct is satisfactory and request to the Personnel Committee that regular employment status be granted at the conclusion of the probationary period. If the employee is unable or unwilling to satisfactorily perform the duties and responsibilities of the position or exhibits work habits that do not warrant granting regular status, the District Manager may request to the Personnel Committee the termination of such employee. An employee so terminated shall be notified in writing of the decision of the Personnel Committee.

**5. Benefits During Probation**

A probationary employee is eligible for the accumulation of PTO and for all District paid insurance benefits, after the employee has met the eligibility and/or waiting

period requirements for these benefits. PTO benefits will accumulate during the probationary period; however, the employee is not eligible to use or be paid said PTO benefits until regular status is granted.

## **SECTION V: HOURS OF WORK AND ATTENDANCE**

### **A. WORK SCHEDULES**

Supervisory and professional employees are expected to work all hours necessary to accomplish assigned duties and responsibilities. For the purpose of maintaining regular office hours, and for the purpose of pay compensation and benefit calculation, the normal work week for employees shall consist of forty (40) hours and the normal work day consist of eight (8) hours. The District has adopted a traditional work schedule, and a fixed compressed work schedule (5-4/9). These options for employees, provide a full range of work schedules to SWCD employees. Employees must select one of the following work schedule options:

#### **1. Traditional Work Schedule**

The basic work requirement for a traditional work schedule is forty (40) hours per week, and an 80 hour biweekly work requirement. Regular work hours are 7:30 a.m. to 4:00 p.m. Monday through Friday.

Employees on the traditional work schedule may not earn credit hours.

#### **2. 5-4/9 Compressed Work Schedule**

The 5-4/9 compressed work schedule consists of 9 hours a day for 4 days and one 8 hour day (44 hours in one week) and 9 hours a day for 4 days and the fifth day off the other week (36 hours). The employee may select that day off; which will remain the same and may be changed only upon mutual consent between the District Manager and employee.

The basic work requirement for a compressed work schedule consists of an 80 hour biweekly work requirement. Non-overtime work is performed during the schedule that does not exceed the daily work requirement or 80 hours in the biweekly pay period.

Employees on the 5-4/9 compressed work schedule may not earn credit hours.

The District Manager shall determine the work schedule, to include an unpaid meal period, not to exceed one half (½) hour in length. Meal periods shall not be included in any computations to determine the amount of compensation or compensatory leave due an employee for overtime. Rest periods shall be fifteen (15) minutes for each four (4) hour period for employees such as scheduled by the District Manager.

No work schedule shall begin prior to 6:00 a.m. nor extend beyond 6:00 p.m. Scheduled work hours before 7:00 a.m. and after 5:00 p.m. are allowed only under special circumstances and must be approved by the District Manager. Scheduled work hours on Saturday or Sunday are not permitted unless pre-approved by the District Manager.

### **B. ATTENDANCE**

Regular and punctual attendance at work shall be required for all employees. The District Board shall establish uniform attendance requirements, time recording, and time reporting

procedures. The District Manager shall be responsible for documentation and completion of such procedures.

An employee who fails to observe attendance or time recording requirements may be subject to disciplinary action, up to and including termination.

**C. PAYROLL**

Compensation payments are to be made on a bi-weekly basis, unless special circumstances require another compensation basis. There are 26 payroll periods per year. Time will be calculated to nearest 30 minutes.

To facilitate the recording of PTO, overtime, other leaves, and hours worked, each employee of the District shall complete and submit a time sheet to the District Manager by 8:30 a.m. on the last working day of each pay period.

Every time sheet shall be approved and signed by the District Manager prior to the payment of any salaries for the pay period.

Paychecks will be issued the Friday following the end of the pay period.

**D. OVERTIME**

Overtime shall be computed based upon hours worked in excess of forty (40) hours during a non-exempt employee's established work week. (may not apply to alternative work schedules)

Overtime should only be assigned or authorized in those situations where the District Manager is convinced that the work is essential or in order to meet established schedules or deadlines.

Only hours actually worked shall be considered for the purpose of overtime calculation. Non-compensated leave of absence hours shall not be included in the worked hours per week required to qualify for overtime premium.

If mutually agreeable between the employee and District Manager, in lieu of monetary compensation, non-exempt employees may earn compensatory time off at the rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required.

**1. Non-Exempt Employees**

Hours worked by employees covered by the provisions of the Fair Labor Standards Act will be compensated at the employee's base wage rate for all hours worked which are less than or equal to forty (40) hours per week. Work time in excess of forty (40) hours per week by non-exempt employees shall be approved in advance by the District Manager.

A non-exempt employee may accrue up to forty (40) hours of compensatory time. If an employee's accrued balance goes above the forty (40) hours of compensatory time, these hours will be considered donated.

**2. Exempt Employees**



Employees exempted by the Fair Labor Standards Act shall not be eligible for additional monetary compensation for hours worked in excess of forty (40) hours per week.

Exempt employees shall be eligible for compensatory time off on an hour-for-hour basis. An exempt employee may accrue up to forty (40) hours of compensatory time.

**E. COMPENSATORY TIME**

The use of compensatory time requires prior District Manager approval. If an employee's accrued balance goes above the forty (40) hours of compensatory time, these hours will be considered donated.

Compensatory time earned for all non-exempt and exempt employees will be subject to the following conditions:

- All compensatory time earned by non-exempt and exempt employees shall be reported on the time card and approved by the District Manager.
- Scheduling of compensatory time off shall be at the discretion of the District Manager.
- The District Manager may require non-exempt and exempt employees to take time off as scheduled by the District Manager to reduce accumulated hours of compensatory time. Accumulated Compensatory time must be used prior to using PTO.
- At the discretion of the District Manager and approval of the District Board. All accumulated, unused compensatory time earned by non-exempt and exempt employees shall be cashed out on December 31st of each year at the employee's December 31 rate of pay.
- Maximum carry-over of compensatory time from one year to the next is forty (40) hours. If the employee goes above the forty hours of compensatory time, these hours will be considered donated.

Compensatory time may not be accrued for the following work:

- Professional association meetings, conventions, etc.
- Time spent working at home, unless preapproved by the District Manager or if such work at home is a requirement of the job
- Any work scheduled for hours in addition to the normal work day solely for the convenience of the employee and not required by the nature of the work.
- Compensatory time may be taken only to the extent that it is earned.

**SECTION VI: JOB CLASSIFICATION & COMPENSATION PLAN**

**A. JOB CLASSIFICATION PLAN**

**1. Policy Statement**

The District Board shall establish and maintain a Job Classification Plan and shall classify there under all non-elected SWCD positions consistent with the Local Government Pay Equity Act. The SWCD shall, as it becomes necessary, establish additional classifications and may modify, amend or revoke the Plan, in whole or in part, at any time.

**2. Reclassification of Positions**

A request for a reclassification review may be presented to the District Board by the District Manager for consideration. The effective date of any salary adjustment associated with the reclassification shall be determined by the District Board.

An employee whose position has been reclassified to a higher pay grade shall be placed on Step 1 of the new pay grade (if the employee's previous salary is less than Step 1) or the closest Step of the new pay grade that is a higher dollar amount than the employee's previous salary.

**B. COMPENSATION PLAN**

**1. Policy Statement**

It is the policy of the District that competitive and equitable compensation is provided to all District employees. All wages are based on open negotiations between the District and the employee. Paychecks will be issued the Friday following the end of the pay period. When a scheduled payday falls on a holiday, paychecks will be issued on the preceding Thursday.

**2. Wage Deductions**

Whenever an employee is indebted to the District, the amount due may be deducted from the employee's wages. The District will also make mandatory deductions from an employee's wages as required by court order, IRS directive or statute, and will make voluntary deductions from an employee's wages as authorized by the employee.

## SECTION VII: PROMOTION, DEMOTION, VACANCIES & TERMINATIONS

### A. PROMOTION

A promotion is considered an employee's advancement from their current position to another position at a higher-grade level requiring greater knowledge, skills and abilities than those required in their present position. The adjusted salary must be on a Step of the new range.

Vacancies in higher positions shall be filled, when it is in the best interest of the District, by promotion of present employees who meet the requirements of the position.

- All employees promoted to a new position shall serve at least six (6) months probationary period during which time they may utilize fringe benefits accrued from their prior position. Should an employee prove to be incompetent, ineffective or unsuitable for the position, and no other suitable position openings exist in the organization to which the employee may be transferred or demoted, including the former position, the employee shall be terminated after thirty (30) days' notice.

### B. DEMOTION

An employee may be demoted by the Personnel Committee, upon recommendation of the District Manager, to a lower position, for which the employee is qualified, for any of the following reasons:

- When an employee would otherwise be laid off because of position elimination, lack of work or funds, or the return to work from authorized leave by another employee to such a position in accordance with these Regulations.
- When an employee does not possess the necessary qualifications to provide satisfactory performance in the position, or when removed during probation.
- As a result of disciplinary action.

Any employee to be demoted shall receive the reasons for such demotion, in writing, from the District Manager and/or the Personnel Committee.

When an employee is demoted, the employee shall serve at least a six (6) month probationary period in the new position during which time the employee may utilize fringe benefits accrued from their prior position. Should the employee prove to be incompetent, ineffective or unsuitable for the position during their probationary period, and no other suitable position openings exist in the organization to which the employee may be transferred or demoted, the employee shall be terminated after thirty (30) calendar days' notice.

### C. VACANCIES

Vacancies in the District shall be filled by reinstatement, reemployment, promotion, demotion, or original selection. All position openings, regardless of employment status or if the position opening is only a replacement, shall be subject to review and approval by the District Manager except where such authorization is delegated to another authority by law. All position openings for a new position shall be subject to review and approval by the District Board.

1. Whenever the District Manager wishes to fill a vacancy, a request for an employee shall be submitted to the District Board. If the District Manager wishes to create a

new position, a request shall be submitted to the District Board. The request shall specify the class, grade and title of the position to be filled; whether the position is regular, temporary, and full-time or part-time; the duties thereof; authority for the position; an indication of the available funding source; and such other information as may be deemed pertinent, including whether the position is subject to the provisions of the Veterans Preference Act. As far as practical, each vacancy shall be anticipated sufficiently in advance to permit the recruitment and selection of qualified applicants.

2. It is recommended that when a vacancy develops, the position duties and responsibilities should be reviewed for consistency with the class and grade assigned the position and if adjustments are necessary, a reevaluation of the position should be made. In addition, the job description should be reviewed whenever a vacancy occurs and updated as appropriate.
3. The District Board shall review the request and authorize the District Manager to start recruitment to fill the vacancy/new position. The District Manager shall have the discretion to post a position internally, without advertising outside of the SWCD, for seven days prior to public announcement to allow current employees an opportunity to apply for the position through transfer or promotion. All current permanent full-time and part-time employees of the District are eligible to apply for an internal job posting. Positions filled by promotion or transfer shall not become open to the public or subject to open competitive examination.

#### **D. TERMINATION**

##### **1. Overview**

Employees may be separated from employment by means of retirement, voluntary termination, discharge, or layoff. Payment for accrued unused PTO and/or other severance may be withheld if the employee is in any way indebted to the District or in possession of District equipment or property.

##### **2. Retirement**

No regular employee shall be required to retire from District employment solely for age, except in those positions where a bona fide occupation qualification (BFOQ) exists.

##### **3. Voluntary Termination**

An employee who wishes to resign in good standing shall provide written notice to the District Manager at least ten (10) working days, exclusive of time off, prior to the intended resignation date. An exempt employee must provide the District Board with at least ten (10) working days prior notice, exclusive of any time off.

The District Manager shall notify the Personnel Committee of the acceptance of the employee's resignation notice as submitted, as well as the employee's opportunity for re-employment or reinstatement. The resignation will be forwarded to the District Board, which may accept it with or without modification. The District Board may reject the employee's resignation and discharge the employee. Refer to Section IX.D on Termination Benefits.

An employee who does not submit a resignation in compliance with the provisions of these regulations may be considered as having not resigned in good standing. An employee who does not resign in good standing may: 1) be deprived of the opportunity to be considered for re-instatement; 2) have the fact recorded into the employee's record; 3) forfeit accrued PTO.

#### **4. Discharge**

When corrective action and/or disciplinary action has failed to: 1) improve unacceptable performance; 2) obtain compliance with policies or practices; 3) correct conduct inappropriate for the specific circumstances, or when the behavior, conduct or actions of the employee are so egregious that taking corrective or disciplinary action is deemed inappropriate or ineffective, any employee may be discharged for cause consistent with the Employee Discipline and Discharge rule, Section XI, following proper notice to the employee. Under no circumstances shall an employee be discharged without reviewing the action with the Personnel Committee. The employee shall be suspended with pay, pending a review of the circumstances, if removal from the work site is necessary.

An employee who is absent from work for a period of three (3) days or more without notifying the District Manager of the reasons for the absence and receiving permission to remain away from work, shall be considered as having resigned without notice and not in good standing, provided that the failure to contact the District Manager was not caused by circumstances which the Personnel Committee deems unavoidable. This rule shall also apply to an employee who fails to return within three (3) days of the expiration of an authorized leave.

#### **5. Work Force Reduction**

In order to maintain a balanced work force of experienced and qualified employees, the District may, at its discretion, determine that work force adjustments are needed. If it becomes necessary to reduce the number of employees for a period of more than one week, the District will observe the following procedures:

Reduction shall be implemented by consideration of past performance evaluations.

Employees will be laid off in the following order:

First - all temporary and seasonal employees of the District.

Second - all probationary employees of the District.

Third - all regular (part or full-time) employees of the District.

Notice of reduction in work force will be issued ten (10) working days in advance of the effective date of layoff whenever work conditions permit.

### **SECTION VIII: EMPLOYEE BENEFITS**

#### **A. LEAVE WITH PAY**

##### **1. Holidays**

The following days, and other such days as the Board may designate, are holidays, to be compensated at straight time for regular and probationary full-time employees,

provided the employee is on compensated payroll status the last working day preceding the holiday and the first working day following the holiday:

|   |                             |
|---|-----------------------------|
| New Year's Day.....                                 | January 1                   |
| Martin Luther King, Jr. Birthday .....              | Third Monday in January     |
| President's Day.....                                | Third Monday in February    |
| Memorial Day.....                                   | Last Monday in May          |
| Independence Day.....                               | July 4                      |
| Labor Day.....                                      | First Monday in September   |
| Veteran's Day .....                                 | November 11                 |
| Thanksgiving Day.....                               | Fourth Thursday in November |
| Day after Thanksgiving .....                        | Fourth Friday in November   |
| Christmas Eve Day (Office closed @ 12:00 p.m.) .... | December 24                 |
| Christmas Day.....                                  | December 25                 |

Holidays that fall on Sunday will be observed the following Monday, those that fall on Saturday will be observed the preceding Friday, unless another day is designated by the Board. An employee scheduled to work other than the normal work week of Monday through Friday shall receive the same number of holidays.

Any employee who chooses to work during designated holidays shall be compensated for hours worked at straight time. The District does not require employees to work on designated holidays.

Designated holidays that occur within an employee's approved compensated leave of absence or vacations shall not be charged to the employee's PTO, but shall be recorded as a holiday.

Employees will not receive holiday pay for holidays occurring while on an unpaid leave of absence or suspension.

Regular part-time employees, working at least half time, shall be entitled to compensated time off for the holidays designated above, but on a prorated basis.

A full-time employee working a traditional 40-hour workweek is entitled to pay with respect to that day for 8 hours. A full-time employee working a 5-4/9 compressed work schedule is entitled to 9 hours of holiday pay if a 9-hour working day is scheduled for that day or 8 hours if an 8-hour day is scheduled.

**2. Paid Time Off (PTO)**

The paid time off (PTO) policy plan combines annual leave, sick leave, floating holiday and funeral leave into a single plan. All full-time employees shall be eligible for and accrue PTO at their current rate of pay. Newly hired employees will accrue PTO during their probationary period; however they will not be eligible to utilize PTO benefits until the probationary period has expired. Special circumstances may be considered on a case by case basis and must be approved by the District Manager. Accumulation shall be based on an employee's regular work week. All eligible employees accrue PTO based on tenure. This means that employees all receive the same amount of paid time off, regardless of their personal or family situation. Thereafter, PTO shall

be earned in accordance with the following schedule, provided that the employee is on compensated payroll status, or approved military leave:

Years of Completed Service Hours Accrued

Less than 3 years of service - 208 hours of PTO (26 days a year)

3 years but less than 15 years of service - 264 hours of PTO (33 days a year)

15 years or more of service - 312 hours of PTO (39 days a year)

Regular part-time employees, working at least half time, shall earn PTO benefits in accordance with the above schedule on a pro-rated basis.

When continuous length of service reaches a point entitling the employee to the next higher rate of PTO accrual, the new rate will commence on the first day of the pay period following the date of eligibility.

PTO can be used for any purpose, subject only to normal, non-intrusive requests and approval procedures consistent with policy so that customer service and work requirements are not adversely impacted.

The District firmly accepts and endorses the principles of equity, consistency, flexibility, personal responsibility and the recognition of tenure in the delivery of this benefit.

Maximum carry-over of PTO from one year to the next is four hundred (400) hours. Any PTO in an employee's account which exceeds 400 hours as of the last day of the final pay period of each year shall be lost to the employee.

An employee shall request PTO at least forty-eight (48) hours in advance of the absence requested, and fifteen (15) calendar days in advance of PTO periods of five (5) days or more duration. PTO will be approved or denied by the District Manager. The District Manager shall respond within twenty-four (24) hours to the forty-eight (48) hour request, and within five (5) days for the longer period request. PTO request may be granted for unforeseen illnesses or emergencies at the judgment of the District Manager. At no time shall an employee be granted PTO leave when the District Manager determines that the employee's absence may impair the efficient operation of the department, except for unforeseen illnesses or emergencies. Once a request is approved, the District must show substantial cause to cancel or postpone a PTO request.

Pay in lieu of PTO shall not be allowed except in the event of termination. Payment of PTO upon termination shall be at the employee's base rate at the time of termination with compensation in the form of a lump sum payment. Refer to Section IX on Termination Benefits. There may be a clearance period of two weeks from the effective date of termination until issuance of the accrued PTO payment. Payment for PTO or other severance may be withheld if the employee is in any way indebted to the District or in possession of District equipment or property.

In the event of death of an employee, all earned PTO of the deceased shall be paid to the employee's spouse, if living, otherwise to the estate of the deceased employee.

### **3. Leave Sharing/Donation Policy**

The District recognizes that employees may have a family emergency or personal crises that causes a severe impact to them resulting in a need for additional time off in excess of their available PTO. To address this need all eligible employees will be allowed to donate PTO time from their unused balance to their co-workers in need. This policy is strictly voluntary.

Employees can donate a minimum of 4 hours up to a maximum of 80 hours or no more than 50% of their current balance.

Employees who receive donated PTO time may receive no more than 480 hours (12 weeks) within a rolling 12 month period

Request for donations of PTO time must be approved by the District Manager and or the Personnel Committee and meet the following criteria:

Family Health Related Emergency – Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, domestic partner, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.

Other Personal Crisis – A personal crisis of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee's primary residence such as a fire or severe storm.

If the recipient employee has available PTO time in their balance, this time will be used prior to any donated PTO time. Donated PTO time may only be used for time off related to the approved request. PTO time donated that is in excess of the time off needed will be returned to the donor.

### **4. Military Leave with pay**

Training - In accordance with State and Federal laws, an employee required by official military orders or related authority to attend Military Reserve Training shall receive full pay at base wage rate for the period of active duty required for such training, not to exceed fifteen (15) consecutive days per year. Military leave in excess of fifteen (15) days in a calendar year may be provided without pay.

Extended Leave - In accordance with State and Federal laws, employees shall be entitled to a military leave of absence, without pay, for up to four (4) years of service in the armed forces of the United States. Reinstatement to a comparable position shall be made upon the request of an employee within 90 days of discharge from active duty.

### **5. Court Appearances**

Employees called for jury duty shall receive their normal compensation for days they are scheduled to work up to a maximum of six (6) weeks. Any payments, per diem or fees, excepting expenses, shall be remitted to the District. If an employee is excused



from court duty prior to the end of the work shift, the employee shall return to work as directed by the District or make arrangements for a leave, with or without pay.

Employees subpoenaed as a witness in an official capacity or for District related business will receive their normal compensation, less any fees exclusive of expenses, unless the action is instituted by the employee.

Any voluntary absence to testify in litigation, not in the status of an employee, shall not qualify for any compensation and the employee shall arrange for a leave, with or without pay.

Any party to a lawsuit, not connected to the District duties shall not qualify for compensation and the employee shall arrange for a leave, with or without pay.

#### **6. Workers Compensation Leave**

An employee temporarily disabled from work due to an injury or illness sustained directly in the performance of the employee's work with the District shall be eligible for Worker's Compensation subject to the following and to the policies of the SWCD's Worker's Compensation carrier:

- All injuries or illness must be reported to the District Manager on the date of the injury or as soon as possible thereafter.
- The employee must complete a "First Report of Injury" form and return it to the District Manager. It is the responsibility of the employee to report his/her injury and to complete the required form. The District Manager may complete the form if the employee is incapacitated and unable to do so.
- If the employee is incapacitated from regular employment, other duties may be assigned as alternate responsibilities consistent with medical limitations and restrictions. Refusal to accept re-assignment as directed will result in the cancellation of the employee's disability leave.
- The District reserves the right to select a physician for determination and certification of temporary or permanent disabilities, validity of the injury to employment, and physical ability to return to normal, restricted or limited duty.
- An employee eligible for Worker's Compensation disability may elect to use PTO, or compensatory time in addition to disability payments, provided that the combined compensation shall not exceed the employee's normal compensation. However, an employee may only use accrued benefits that have accumulated at the time of the work-related injury. PTO accrued after the date of the injury and while on Worker's Compensation may not be used for wage replacement. For wage replacement purposes, the District will use the employee's wage at the time of the injury.
- An employee will not earn PTO while on unpaid Worker's Compensation leave from the District. The accrual rate of PTO will be prorated to the hours actually on compensated pay status.

This personnel policy is intended to be a general summary of Worker's Compensation. Each situation will be evaluated on a case by case basis in accordance with the Statute and regulations.

#### **7. Absence Due to Inclement Weather or Emergency Conditions**

The District shall be open for business on all business days except legal holidays and emergency situations. For the purposes of this policy, an emergency situation shall be defined as a severe weather condition(s) that threaten the health and/or safety of the employees and citizens served at the District location. Except in the most severe of weather emergencies, the District office will remain open and operating with full service if at all possible.

Should the weather be sufficiently severe that the interest of the public and/or employees are best served by closing the District office, the District Board of Supervisors authorizes the District Manager, or designee, to make such a decision.

If the District office closes due to an emergency or severe weather, subject to the requirements of State and Federal law, the following shall apply:

- If the District Office closes before the start of a work shift, employees will not be paid for that shift, except by utilizing PTO leave benefits, compensatory time, or by making up the time by balancing hours as authorized by the District Manager.
- Employees required to work during the severe weather due to the nature of their position will not receive any premium pay for such work, excepting any premium pay required by these Regulations.
- If the release of employees occurs during a work shift, employees on duty will be paid for the hours actually worked, and may utilize accumulated PTO, compensatory time, or leave without pay, or may make up the time by balancing hours when so authorized by the District Manager.

Employees and citizens may be advised not to leave the premises because of severe weather or other emergency conditions, such as tornadoes, continuing after regular hours. Remaining on the premises after hours does not entitle employees to overtime compensation unless they are required by the District Manager to assist with services during the emergency situation.

In situations where employees in general are not released but an individual faces hardships due to inclement weather, the District Manager may authorize employees not to report for duty, or report at a later starting time than regularly scheduled.

The District Manager is authorized to allow employees to leave work earlier than regularly scheduled. In the event time cannot be made up by balancing hours as authorized by the District Manager, employees must utilize accumulated PTO, compensatory time, or leave without pay.

In the event of severe weather or emergency situations, the District Manager shall determine which employees, if any, are essential to continued operations, and allow the use of accumulated PTO, compensatory time, or making up the time by balancing hours as authorized by the District Manager to compensate for hours lost due to severe weather closings or emergency situations.

## **B. LEAVE WITHOUT PAY**

### **1. Family and Medical Leave of Absence (FMLA)**

Government entities must meet FMLA eligibility requirements in order for their employees to be eligible. Employers must employ at least 50 employees within 75 miles of the employee's worksite. The District currently does not qualify for FMLA.

### **2. Personal Leaves Without Pay**

A leave of absence for reasons other than disability may be granted to an employee requesting such a leave in writing. The District Manager may approve a personal leave of absence for a maximum of ten (10) working days. A leave of absence in excess of ten (10) days shall require the approval of the Personnel Committee. Such leaves shall not exceed one (1) year, unless extended by mutual agreement of the District Board and the employee. Upon return from an unpaid leave of absence, the employee will be offered the first available like or similar position.

PTO and compensatory time must be exhausted prior to approval of any unpaid personal leave, excepting a leave of absence for a campaign for political office.

Limitations while on Personal Leave without Pay: PTO and seniority shall not accumulate during any unpaid leave of absence exceeding ten (10) days. Any accrued amounts of PTO shall remain on the record at the inception of the leave and shall continue upon the return of the employee. Health insurance benefits shall cease at the end of the month in which the leave begins and will resume on the first of the month following the return date. Subject to applicable law and insurance policy provisions, the employee has the right to maintain coverage, at the employee's total expense, during the period of absence. Failure to comply with the dates established for the leave, or to request an extension from the District Manager and Personnel Committee within five (5) days prior to the expiration of the leave, shall constitute grounds for termination.

### **3. Military Leave – Active Duty**

An employee who engages in active service in time of war or other emergency, or who is ordered to an initial period of active duty for training of not less than three (3) consecutive months, shall be granted a leave of absence without pay pursuant to statute.

No fringe benefits shall be paid by the District during said leave; however, affected employees shall have the option of remaining in the District's insurance group by paying the full amount of their own premiums for the duration of their leave.

## **SECTION IX: INSURANCE PROGRAMS AND OTHER BENEFITS**

## **A. INSURANCE**

Medical, dental and life insurance benefits shall be negotiated yearly between the District Board of Supervisors and regular employees of the District. Employees have the option of enrolling in the District's medical, dental and/or life insurance programs, if insurance programs are not available, employees will accept negotiated allowance as pay.

### **1. Health, Dental & Life Insurance**

Health, dental and life insurance coverage will be provided for regular full-time employees and regular part-time employees who are regularly scheduled to work at least thirty (30) hours per week, upon completing the eligibility and/or waiting period requirements. The Board will annually set the amount of contributions for its employees and their dependents. Eligible employees who chose to waive insurance coverage through the District may receive a health insurance stipend. The Board will annually set the health insurance stipend amount.

Health and dental insurance coverage for an employee's dependents is at the employee's full expense. Employees enrolled in the plan may purchase, through payroll deduction, additional term life insurance to supplement the insurance coverage provided by the District. Employees who have separated from the District service may continue group health benefits according to Federal and Minnesota law.

Regular part-time employees, working at least thirty (30) hours per week, shall earn health, dental and life insurance benefits on a pro-rated basis.

### **2. Retiree's Insurance**

In accordance with Minnesota Statute 471.61, a District employee who retires before the age of sixty-five (65) has the option of continuing with the district's group health insurance policy at his/her own expense under the conditions outlined below:

- The retiree must meet the age and service requirements necessary for eligibility requirements for an annuity under PERA or be receiving a disability benefit from PERA.
- The retiree may receive dependent coverage only if the retiree received dependent coverage immediately before leaving employment;
- The retiree may initially elect dependent coverage as stipulated immediately above and later drop dependent coverage while retaining individual coverage. The retiree may not drop individual coverage and retain dependent coverage except for certain circumstances which may apply if the retiree becomes eligible for Medicare prior to the dependent(s)' eligibility for Medicare;
- Until the retiree reaches the age of sixty-five (65), the retiree and his/her dependents will be pooled in the same group as active employees for purposes of establishing premiums and coverage.

A retiree who attains the age of sixty-five (65) has the option of continuing with the District's group health insurance policy at his/her own expense under the conditions outlined below:

- The retiree must meet the age and service requirements necessary for eligibility for an annuity under PERA or be receiving a disability benefit from PERA;
- The retiree may receive dependent coverage only if the retiree received dependent coverage immediately before leaving employment;
- The retiree may initially elect dependent coverage as stipulated immediately above and later drop dependent coverage while retaining individual coverage. The retiree may drop individual coverage and retain dependent coverage for up to 36 months if the retiree becomes eligible for Medicare prior to the dependent(s)' eligibility for Medicare;
- The retiree and his/her dependent(s) may be pooled in a separate group from active employees for purposes of establishing premiums and coverage.

### **3. STD/LTD**

The District will provide to all employees, short and long term disability insurance.

#### **B. PERA**

PERA is a retirement plan providing defined benefit plan coverage to employees of local governments and school districts, and one statewide retirement plan providing defined contribution (DCP) coverage to elected officials and medical personnel. All four retirement plans are qualified retirement plans under Section 401(a) of the Internal Revenue Code and participation is required.

#### **C. 457 PLAN/IRA**

The 457 Plan is available to all District employees. It is a non-qualified tax advantaged deferred-compensation retirement plan that is available for governmental and certain non-governmental employers in the United States. The employer provides the plan and the employee defers compensation into it on a pre-tax basis.

#### **D. TERMINATION BENEFITS**

Upon termination of employment with the District in good standing and with a minimum of a two week notice, employees hired are entitled to payment of 100% of unused accrued PTO at the employee's regular current rate of pay, up to a maximum of 350 hours. The payment will be made directly into a Health Care Savings Plan through the Minnesota State Retirement System.

The two week notice requirement may be waived only by the District Manager or the District Board.

Termination pay or PTO cannot be used to extend the employee's date of termination beyond the last scheduled working day.

Upon the death of an employee, any payments owed but not yet paid into the Health Care Saving Plan, will be paid out as regular income to the employee's beneficiaries or their estate.

**E. EMPLOYEE ASSOCIATION DUES**

The District will provide to all full time employees a membership in the Minnesota Association of Conservation District Employees.

**F. WORKER’S COMPENSATION**

All employees are covered by Worker’s Compensation insurance for injuries and loss of time as a result of on the job accidents and illnesses. All employees who are injured on the job, regardless of the severity of the injury, must report that injury to the District Manager within twenty-four (24) hours of the injury.

The employee, District Manager, and any witnesses to the accident shall complete the appropriate Accident Investigation reports and forward signed copies to the District Manager, who is responsible for the administration of Worker’s Compensation. All medical bills pertaining to an injury shall be forwarded to the District Manager.

Failure of either the employee or the District Manager to accurately complete the injury notification reports may result in the delay or non-payment of bills.

**SECTION X: EMPLOYEE TRAINING AND DEVELOPMENT**

**A. EMPLOYEE TRAINING AND DEVELOPMENT**

The District shall establish, whenever possible, programs for the training and development needs of District employees and encourage formal educational pursuits which will enhance a regular employee’s present job performance or potential for increased responsibility. Participation does not guarantee improved earnings.

**1. In-Service Training**

Training conferences and workshops provided by the Board of Water and Soil Resources, the Natural Resources Conservation Service, Sherburne County, and other related resource agencies that provide training at minimal cost, may be required, when job related. When this training is offered, the District Manager is responsible for scheduling employees to attend.

**2. Reimbursement for Education**

The following criteria will be used for determination of reimbursable education course work:

- The class is relevant to the employee’s job.
- Attendance is warranted to keep an employee abreast of continuing developments in their professional field or specific area of general management and is important to the operation and function of the department.

Upon successful completion of a course with a grade or evaluation equivalent to a “C” or better, reimbursement will be made as follows:

- The employee has received approval from the District Board prior to enrollment in the course.

- In the instance where the District requires or requests the course, 100% of the required cost of tuition, registration, and laboratory fees will be paid for by the District. Assigned textbooks reimbursed by the District will become District property at the conclusion of the course.
- In elective courses of study, regular full-time employees may be reimbursed 50% of tuition, registration and laboratory fees if so approved by the District Board. Employees may be required to utilize accumulated PTO, compensatory time, leave without pay or by making up the time by balancing hours as authorized by the District Manager.
- Transcripts and itemized receipts are submitted as evidence of grades and expenses.
- The employee agrees to return to employment with the District for a period at least equal to the training program.
- Expenses requested are available in the budget.
- No other fees or expenses will be reimbursed. If any of these criteria have not been met after District monies have been extended for such purposes, the employee shall be responsible for full restitution of District funds expended. The employee is responsible for the scheduling and payment of any training or course-work that is solely taken to maintain continuing education or certification for continued employment.

### **3. Conferences, Workshops, and Seminars**

Attendance at all conferences, workshops and seminars must be preapproved by the District Manager. Attendance at job-related conferences, workshops, or seminars that cost more than \$250.00 must receive District Board approval. The criteria to be used in selecting outside training to attend are the same as for Reimbursement for Education.

- Topic is relevant to the employee's job.
- Attendance is warranted to keep employee abreast of continuing developments in their professional field or specific area of general management and is important to the operation and function of the department.
- Costs incurred for outside training requested by the District may be reimbursed in total.

## **SECTION XI: PERFORMANCE, BEHAVIOR, AND CONDUCT**

### **A. PERFORMANCE EVALUATION**

The performance evaluation system shall be based on position descriptions and behavior- and results-oriented performance standards. The performance evaluation system shall be designed to assist and encourage the employee to reach maximum potential and enhance services provided by the District. Employees shall be evaluated and counseled on work

performance at least once a year and an informal discussion shall occur approximately at a six (6) month interval between annual reviews. Standards against which performance is to be measured shall be specific, measurable, related to quality, quantity, timeliness of work or other reasonable performance criteria determined by the District Manager. The District Manager is responsible for the overall implementation and monitoring of performance evaluations of employees within the District and shall be evaluated on such implementation and monitoring.

A system for evaluating performance of employees may be developed and placed into effect with the approval of the District Board to meet the following minimum standards:

- The performance evaluation system shall include, at a minimum, annual performance evaluations and six (6) month informal discussions between the District Manager and the employees.
- Annual performance evaluations shall be made in writing using the "Performance Evaluation" form and both the District Manager and employee shall each receive a copy.
- Official copies of the annual performance evaluations shall be kept in the employee's personnel file. An additional copy may be retained by the employee and/or the District Manager.
- Performance evaluations shall be based on job descriptions and behavior- and results-oriented performance standards.
- The District Manager and employee shall annually review the employee's job description and performance standards for purposes of updating and maintaining current descriptions.
- A self-assessment tool will be incorporated in the performance evaluation procedure. This tool is designed to facilitate a fair and comprehensive review of the employee's progress and accomplishments since their last evaluation. A copy of the self-assessment form will be kept in the employee's personnel file. An additional copy may be retained by the employee and/or the District Manager.

In addition to the annual performance evaluations, employees shall also be evaluated under the following conditions:

- At the completion of three (3) months of service with the District, the District Manager shall complete, at a minimum, a discussion session with each employee. A summary of this session shall be forwarded to the Personnel Committee by the District Manager and shall be kept in the employee's personnel file.
- Prior to the completion of the six (6) month probationary period for new employees and for employees promoted, transferred, demoted, or reinstated into a new classification. The completed evaluation form shall be kept in the employee's personnel file.



- Anytime an employee's performance has changed significantly, positively or negatively.
- Anytime the District Manager feels it is in the best interest of the employee or the District.

**1. Performance Evaluation Procedure**

The District Manager shall conduct performance evaluations, since he/she is the individual who is familiar both with the duties of the position and the body of work performed by the individual. The evaluation shall be used for counseling and identifying the need for further training and development.

The employee shall be notified at least one week before the interview to allow the employee to assess their individual performance using the self-assessment tool and prepare any questions or suggestions regarding more effective ways of performing the duties of the position.

The Personnel Committee is primarily a rating reviewer. The Personnel Committee's primary function in the rating process is to review the rating made by the District Manager for consistency with District policy and to officially approve the rating.

**2. Review of Performance Report**

The District Manager shall discuss the performance report with the employee before the report is made part of the employee's permanent record. The employee's signature is required to indicate receipt of the evaluation, not necessarily agreement with its content. Employees may respond in writing to the evaluation.

**B. HARASSMENT AND OFFENSIVE CONDUCT POLICY**

**1. Definition**

For purposes of this policy, harassment is defined as 1) any verbal, written, visual, physical conduct in any nature, including but not limited to sexual, of nature which is sufficiently severe to alter the conditions of the victim's employment and create a hostile, intimidating or offensive work environment; OR 2) any conduct of a biased nature which is offensive, intimidating, unwelcome, or that could reasonably be taken as objectionable.

**2. Policy**

It is the policy of the District that all employees should be able to enjoy a respectful workplace and a work atmosphere free from all forms of unlawful harassment, types of offensive or hostile conducts and behaviors, including implied or expressed forms of verbal, written, visual, physical conduct in any nature, including but not limited to sexual, of nature. Harassment infringes on an employee's right to a comfortable, respectful work environment and is self-defeating as a workplace practice. It is a form of misconduct that is illegal, against District policy and will not be tolerated. No employee - male or female - should be subject to forms of unlawful harassment, types of offensive or hostile conducts and behaviors. All employees are expected to treat their coworkers, subordinates, supervisors, and public contacts with respect at all times. The District will not tolerate any form of unlawful harassment, types of

offensive or hostile conducts and behaviors in the work place, including acts of non-employees.

Complaints of violations of the District's Harassment Policy will be quickly and thoroughly investigated. Violations of this policy by an employee, whether or not the violation rises to the level of illegal harassment, may result in prompt disciplinary action up to and including termination.

Examples of harassing conduct under this policy may include but are not limited to the following:

- Use of any offensive or demeaning terms which have a negative connotation or a negative gender connotation;
- Objectionable physical proximity or physical contact;
- Repeated, unwelcome suggestions regarding, or invitations to, social engagements or work-related social events;
- Any indication, expressed and/or implied, that an employee's job security, job assignment, opportunities for advancement or other terms or conditions of employment depend or may depend on the granting of favors to any other employee, supervisor, or manager;
- Any action relating to an employee's job status which is in fact affected by consideration of the granting or refusal of social or sexual favors;
- The deliberate or careless creation of an atmosphere of harassment or intimidation;
- The deliberate or careless expression of jokes, remarks of a sexual nature to, or in the presence of, employees who may find such jokes or remarks offensive;
- The deliberate or careless dissemination of materials such as cartoons, articles, pictures, etc. which have an offensive content, and which are not necessary for work;
- The use of suggestive facial expressions or gestures of a harassing or intimidating nature.

All employees should keep in mind that the absence of intent to harass an individual is not a defense to a complaint of harassment. It is the impact and nature of the conduct, not the intent that determine whether the conduct is harassing.

### **3. Supervisory & Management Responsibilities**

The District Manager is responsible for maintaining a work environment that is respectful and free from discrimination in any form. A part of that responsibility is proactively maintaining the compliance of all employees with this policy. A District Manager's success in his/her job depends, in part, on carrying out these

responsibilities to prevent harassment in the workplace and to maintain a respectful work environment.

In the absence of a complaint, the District Manager and/or a Supervisor observing conduct of the aforementioned nature in the workplace are responsible for calling such behavior and this policy to the attention of the participants at the time of the observance. A written summary of the discussion shall immediately be forwarded to the Personnel Committee.

Supervisors or the District Manager receiving complaints or reports of alleged inappropriate conduct shall immediately forward a report to the District Manager, Personnel Committee, and the Sherburne County Human Resource Director prior to taking any action (screening, investigating, etc.) the complaint. District employees may not enlist the assistance of the County Human Resource Director without the expressed consent of the County Administrator. In conference with the County Human Resource Director, a determination shall be made as to whether an investigation is merited, who will investigate and what methods will be used in the investigation.

Failure of the District Manager, Personnel Committee, or District Supervisors to immediately forward reports of observances or complaints to the County Human Resource Director shall be grounds for disciplinary action, up to and including termination of employment.

#### **4. Employee Responsibilities**

Non-supervisory employees observing conduct of the aforementioned nature are encouraged to call such behavior and this policy to the attention of the participants at the time of the observance, or promptly report such behavior to the District Manager or the Personnel Committee.

Any employee who feels he or she is being subjected to harassment in any form, or any employee with knowledge or belief of conduct on the part of another employee or other individual which may constitute a violation of this policy, is required to report the alleged conduct immediately to the District Manager, the District Personnel Committee. District employees may not enlist the assistance of the County Human Resource Director without the expressed consent of the County Administrator.

While the District encourages written reports of the alleged conduct, verbal reports will be accepted. The individual receiving the report will need the following information:

- Date, time and location of incident
- Identification of the offender(s)
- A detailed description of the incident
- Any materials in the complaining employee's possession related to the incident (e.g. cartoons, articles, pictures)

- Identification of any potential witnesses to the incident

Additionally, at the time of the incident, if you are the employee being subject to the inappropriate behavior and feel comfortable in so doing, you may courteously, but firmly, tell the individual(s) engaging in the inappropriate behavior to stop the behavior because the behavior makes you feel intimidated, offended, or uncomfortable. Include a summary of this discussion in your report to the District Manager or Personnel Committee.

#### **5. Complaint Investigation**

The investigation methodology will include, at a minimum, personal interviews with the reporting employee, the complaining employee (if different than the reporting employee) and the alleged offender(s). The investigation methodology may additionally include interviews, document review and other methods deemed pertinent by the investigator.

Every effort will be made to respect the privacy and identity of all parties to a complaint brought under this policy; however, this requires the cooperation of all parties involved in the investigation, including the complainant(s), the alleged harasser(s) and witnesses. Additionally, the District has an affirmative obligation to investigate, to take necessary action to resolve a complaint, and to comply with relevant state and federal regulations, and retains the right to disclose the identities of parties to a complaint, including witnesses, to those with a need or right to know.

A determination as to whether a particular incident constitutes a violation of this policy will be based on the totality of facts surrounding circumstances available to the investigator. These facts and circumstances include the nature of the behavior, the nature of the relationship between the parties involved, the situation and setting in which the incident occurred, and previous incidents and/or past or continuing patterns of behavior related to the parties involved.

The investigator will forward a summary of their investigation, the investigator's determination as to whether the incident constitutes a violation of this policy and, as applicable, recommendations on counseling, mediation, disciplinary or other personnel actions to the District Manager or the Personnel Committee. The District Manager or the Personnel Committee shall consult with the Human Resources Director prior to taking any disciplinary action and then shall take such disciplinary action as deemed necessary to ensure the behavior is corrected. Failure of the District Manager or Personnel Committee to promptly take the agreed upon action shall be grounds for disciplinary action, up to and including termination.

#### **6. Reprisal**

The District will not tolerate acts of retaliation against employees who have made a good faith report of suspected violations of this policy or any person who assists or participates in an investigation or assists or participates in a proceeding related to such investigation. The District will discipline or take other appropriate action against any employee or elected official who engages in acts of retaliation towards these individuals. For purposes of this policy, retaliation includes but is not limited to: refusal to meet, or excessive delays in meeting with, or otherwise working with the individual; refusal to share, or excessive delays in sharing appropriate work-related

information such as meetings, schedules and agendas, changes in policies or laws; other forms of interference of the individual in the performance of their job; verbal or physical threats; ridicule; rumor spreading; making a false complaint against the individual; destruction of property.

## **C. DISPUTE RESOLUTION**

### **1. Overview**

The District recognizes that open and effective communication is an essential ingredient for employee satisfaction and productivity. It shall be the policy of the District to encourage communications by employees and the District Manager. As part of this policy, the District has established an employee problem resolution procedure which employees will be encouraged to use for resolution of a personnel action which the employee believes will adversely impact the terms, conditions, or status of their employment, without fear of criticism or reprisal.

### **2. Objectives**

To ensure that employees receive equitable treatment.

To provide employees with an easily accessible procedure for expressing dissatisfaction in regard to work related matters.

To foster sound employee relations through communication and resolution of work related problems.

### **3. Guidelines**

It is the interest of the District that employees receive prompt resolution of disputes that arise during their term of employment.

Dispute resolution meetings shall be scheduled at mutually satisfactory times.

Information will be treated with discretion by all persons involved.

It is not the intention of the District Board, by establishment of this procedure, to thereby grant an employee a second opportunity to litigate an issue which has already been litigated in any other administrative or judicial proceeding.

### **4. Procedure**

**Step 1** - An employee with a dispute shall initially discuss the problem, within five (5) working days, with the District Manager. The employee may be accompanied by the counsel of his/her choice at the employee's expense. The District Manager shall investigate the complaint, discuss the dispute with the employee, and provide an oral response to the employee within five (5) working days from the date the complaint was initially presented.

**Step 2** - If the employee is not satisfied with the District Manager's response, the employee may present the dispute, in writing, to the Personnel Committee within ten (10) days of the response received in Step 1. The nature of the dispute, the facts on which it is based, the provision(s) of these regulations or the District work rules violated and the remedy requested must be included in the written

presentation. The Personnel Committee shall investigate the complaint, discuss the dispute with the employee, and provide a written response to the employee within five (5) working days.

**Step 3** - If the employee is not satisfied with the Personnel Committee's response, the employee may present the dispute, in writing, to the District Board within ten (10) days of the response received in Step 2. The District Board shall make, or cause to make an investigation of the dispute and alleged violation of these regulations. The decision of the District Board shall be final and shall be placed in writing to the employee within fifteen (15) working days following receipt of the appealed dispute.

**5. Dispute Resolution – District Manager**

An employee with a dispute against the District Manager shall initially discuss the problem, within five (5) working days, with the Personnel Committee. The employee may be accompanied by the counsel of his/her choice at the employee's expense. The Personnel Committee shall investigate the complaint, discuss the dispute with the employee and District Manager, and provide an oral response to the employee within five (5) working days from the date the complaint was initially presented.

If the employee is not satisfied with the Personnel Committee's response, the employee may present the dispute, in writing, to the District Board within ten (10) days of the response received in Step 2. The District Board shall make, or cause to make an investigation of the dispute and alleged violation of these regulations. The decision of the District Board shall be final and shall be placed in writing to the employee within fifteen (15) working days following receipt of the appealed dispute.

**6. Time Limits**

If the dispute is not presented within the time periods set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the last answer.

If the proper authority does not answer a complaint or appeal thereof within the specified time limits, the employee shall treat the dispute as denied and may immediately appeal to the next step. The time limit in each step may be extended by mutual agreement of the employee and the authority involved in the step.

**7. Reprisals Prohibited**

No employee shall be disciplined for seeking redress through this procedure or as a result of testimony in accordance with the provisions of these regulations.

**D. EMPLOYEE DISCIPLINE AND DISCHARGE**

**1. Overview**

The District affirms its rights and responsibilities to develop and administer the regulations, disciplinary measures, and general work rules necessary to ensure efficient operation of services, fair treatment, and safe working conditions. The District retains all rights and privileges not specifically addressed in these Regulations.

## **2. Cause**

Any disciplinary action shall be for a reasonable or just cause, and may include, but will not be limited to, the following:

Conduct or performance which fails to satisfy duties, responsibilities, quantity, quality, or safety rules of the job.

- Insubordinate conduct, refusal to follow the District Manager's direction or willful violation of a lawful regulation.
- Restriction, interference or harassment of others in the performance of their job, which is adversely distracting or disrupting the well-being of others. (Complaints of harassment should be immediately filed with the District Manager or the Personnel Committee.)
- Gross negligence or willful destruction/abuse of any District property or material, misappropriation and/or mismanagement of District property or funds, theft, fighting, possession of illegal weapons and falsifying or destroying District reports or records, including falsification of an employee's time sheet.
- Reporting to work under the influence of alcohol, illicit drugs or controlled substances, possession or consumption of same while on the job.
- Excessive or unexcused absences, lateness in reporting to work or leaving the work site before regular quitting time.
- The solicitation or acceptance of money, gifts, or valued items which may be construed as evidence of favoritism, coercion, unfair advantage, collusion or otherwise impacting the decisions of an employee in public matters.
- The use or threatened use of political influence to exert pressure on any District employees for favors or to conduct actions contrary to these Regulations.
- Willful deception or misrepresentation on an employment application.
- Reporting for a scheduled work assignment in clothing or appearance which an authorized supervisory employee or District Manager has directed as not acceptable for the work assignment or disruptive to employees or the public.
- Unapproved acceptance of employment or volunteer activity determined to be a conflict of interest with District employment.

The foregoing rules are not intended to be an all-inclusive listing of proper standards of conduct or obligations which employees must observe at all times. Misconduct not covered by these rules will be treated as a violation of a general rule requiring the maintenance of good order and recognized business conduct.

## **3. Disciplinary Action**

The District embraces the philosophy of progressive discipline where appropriate and maintains that any incident of employee misconduct or violation of policy may result in discharge, depending on the circumstances.

The District Manager shall inform the District Board of each step of disciplinary action to ensure consistency.

Employees shall be permitted to respond to formal disciplinary action by written response to the disciplining authority. The written response will be maintained permanently in the employee's personnel file.

**Verbal Warning** - An informal action by the District Manager to inform an employee of a minor or first occurrence of a policy violation or misconduct. A verbal warning shall include the unacceptable performance or misconduct, the desired improvement, and the consequences for failing to correct the infractions. Documentation of the action shall not be made a part of the employee's personnel file, unless additional disciplinary action references the verbal warning.

**Written Warning** - A formal action by the District Manager, providing official notice of the violation or misconduct, the corrections and time frame expected, and the consequences for failing to correct the infractions. The maximum time frame which may be allowed for correction is twelve (12) months. The written warning will be maintained permanently in the employee's personnel file.

**Suspension** - An employee may be temporarily removed from their assigned position, with or without compensation, seniority or benefits, for a period not to exceed twenty-eight (28) days. The notice of suspension shall be written and shall notify the employee of the unacceptable behavior or performance, the desired performance and the consequences if not corrected.

Whenever an employee is suspended during an investigation and such employee is subsequently exonerated, the employee shall be reinstated without loss of compensation, benefits, or seniority.

#### **4. Discharge**

An employee may be removed from continued employment with the District for just cause following the use of progressive discipline or for acts where remedial action is not deemed effective or appropriate. The District Manager shall provide written recommendation of the cause for termination and the effective date to the District Board.

Upon District Board approval, the District Manager shall notify the employee of the intended action in writing. The notification shall contain the cause(s) and effective date.

#### **5. Discharge of a Veteran**

Veterans shall not be dismissed, demoted, suspended without pay for thirty days or more or involuntarily transferred, except upon sixty (60) days advance written notice and a request for a hearing under the Veterans Preference Act. All notices shall include reference to the veteran's right to a hearing pursuant to the Veterans



Preference Act, which must be requested within sixty (60) days of the notice. Notices should be delivered in person or sent by certified mail, return receipt requested. An eligible veteran may be placed on paid leave pending the hearing or request for a hearing.

Questions on the removal of a veteran will proceed according to the provisions of the Veterans Preference Act, Minn. Stat. § 197.46, as amended.

## **SECTION XII: REIMBURSED EXPENSES AND CREDIT CARD POLICY**

### **A. REIMBURSED EXPENSES**

District personnel traveling within or outside the County may be reimbursed for reasonable travel, meals, and lodging expenses, provided that such expenses are not incurred in the routine performance of their duties. It shall be the policy of the District to use the following guidelines when paying for reimbursable expenses:

- 1. Out-of-state travel** will be considered on an individual basis by the District Board. Prior District Board approval is required for attendance of out-of-state functions. If out-of-state travel is approved, reimbursement will include round trip tourist air fare (unless other means are more economical), and actual expenses, including registration.
- 2. Overnight in-state travel** will be considered on an individual basis by the District Board. Prior District Board approval is required for overnight in-state travel. Reimbursement will include mileage, meals, 15% gratuities, lodging, registration, and other actual expenses.
- 3. In-state travel without overnight accommodations** including training sessions, informational meetings, presentations by staff and other necessary functions. These shall be approved by the District Manager. Reimbursement will include mileage, meals, 15% gratuities, registration, and other actual expenses. Employees may use District owned vehicles for all in-state travel, as approved by the District Manager.
- 4. Mileage** - When an employee is required to use his or her personal vehicle to perform official duties, the District will reimburse the employee for mileage at the current rate established by the District Board of Supervisors. Employees receiving mileage reimbursement are required to maintain their driver's license number and personal auto liability insurance company name and policy number on file with the District.
- 5. Meals** - Meals will be reimbursed by the District up to \$30 per day when they are associated with an organized training session or official scheduled meeting. The employee must provide paid receipts for reimbursement. The District will not reimburse the employee for purchases of alcoholic beverages.
- 6. Lodging** - The policy of the District will be to reimburse employees for the actual expense of lodging when required as part of a pre-approved training session or professional meeting. The employee must provide receipts for reimbursement.
- 7. Parking** - Employees using private automobiles and District vehicles shall be reimbursed on an actual expense basis for parking.

8. **Travel Expenses for Spouse or Other Family Members or Non-District Employees** - If an employee's spouse, family member, or any non-District employee accompanies the employee on a District business trip, any portion of the expenses attributable to the spouse, family member or non-District employee's travel, meals, gratuities, lodging, etc., are in no circumstances reimbursable.
9. **Miscellaneous**- The District recognizes that on occasion minor supplies and hardware are required by employees when performing official functions of the District. It is the policy of the District to reimburse the employee for these types of expenses. The employee must provide paid receipts for reimbursement and be able to justify the expense if requested by the District Board.

Any violations of this section shall subject the employee to disciplinary action, up to and including discharge, as set forth in this Personnel Handbook.

Employees must provide paid receipts for reimbursement of expenses, including transportation tickets, registrations, meals, lodging and parking, or submit an affidavit signed by the employee if a receipt cannot be acquired for the expense.

The District encourages the use of the SWCD assigned credit cards for expenses incurred in the routine performance of employee duties within the terms of the Credit Card Policy.

#### **B. EMPLOYEE-OWNED MOBILE COMMUNICATION DEVICE REIMBURSEMENT**

The District may approve, for certain employees, a quarterly allowance to defray the cost of using personal mobile devices and service in the conduct of District business. Initial purchase of the device, accessory equipment, activation fees, lost, damaged, or replacement fees will be the responsibility of the employee. The employee will pay any costs exceeding the amount of the mobile device reimbursement. No reimbursement will be paid when an employee is in a leave status exceeding (30) days, unless approved by the District Manager.

Taxability: The Mobile Communication Device Reimbursement is not subject to tax and will be provided to the employee via quarterly reimbursement check. For determination of individual taxability, employees should check with their tax advisor.

Employees must meet one or more of the business need criteria below to be eligible for the Mobile Communication Device Reimbursement.

- Does an employee work in situations where personal safety risks could occur?
- Do supervisors need to be able to reach an employee (or vice versa), and the employee often works where a desk phone is not available?
- Does an employee need access to District data networks in order to resolve client issues, provide customer service, or access files while working in locations outside of the District facility?
- Do an employee's job requirements include working non-traditional hours, being available 24-7 or in on-call status, or being available to respond to emergencies/
- Does an employee need to monitor or respond quickly to email or voice messages while away from an office computer?
- Has the District Manager determined that the employee's job duties require a mobile device for reasons not described above?

## Mobile Device Allowance

The District Board has established the following monthly allowances for mobile devices:

| Category | Description                    | Allowance |
|----------|--------------------------------|-----------|
| 1        | No Data or Voice Plan Required | \$0.00    |
| 2        | Voice Only                     | \$30.00   |
| 3        | Data Only                      | \$20.00   |
| 4        | Voice & Data                   | \$50.00   |

The District is committed to providing a safe environment for its employees and the public at large. In a moving vehicle, the first priority for individuals is to be attentive drivers. Employees should not use mobile communication devices while operating a vehicle, machinery, or heavy equipment as it distracts from attentive use. The District expects employees to obey all applicable laws regarding safe use.

### C. CREDIT CARD POLICY

The District credit card is a purchase card system benefiting the SWCD and the cardholder through prompt payment to suppliers and delegates responsibility for low value purchase authority to those making the commitment.

- District employees must receive approval by the District Board to have permission to use District's credit cards.
- The credit card may be used by District employees who have authority to buy goods and services on behalf of District.
- Each credit card bears the Cardholder's name but is actually issued to the District, which is responsible for making prompt payment to the Bank. However, Cardholders are responsible for ensuring proper use of the card.
- The District Manager will ensure the proper use of credit cards by overseeing District implementation and use of the card.

#### 1. Policy

Credit cards are issued at the discretion of the District Board to current employees who are granted a formal delegation of District purchasing authority. Delegation of District purchasing authority governs the use of the credit card as a tool for purchasing materials and services for less than \$250.00 point of sale purchase. The cardholder agrees to comply with all applicable District policies and procedures.

#### 2. Compliance with Policy, Violations and Consequences

Employee violations to this policy or to any policy regarding the purchase of goods or services will be investigated and may result in either one or more of the following actions: written warning, revocation of credit card privileges, cancellation of delegation of purchasing authority, disciplinary action, and termination and/or criminal prosecution. Human error and extraordinary circumstances may be taken into consideration when investigating any violation to this policy.

The District Board has the authority to investigate and to determine whether a violation of procurement policy has occurred, and to recommend actions that may be taken because of such determinations. The District Board will consider the facts and

circumstances of each incident, and will take action as deemed appropriate, and as permitted by applicable law and/or District policy.

Credit Card violations include but are not limited to:

- Purchase of items for personal use.
- Purchase of items in violation of the District travel policy.
- Use of the credit card for cash advances.
- Use of the credit card for purchase of more than \$250.00 by splitting purchases onto more than one credit card without management approval.
- Failure to return the credit card when an employee is reassigned, terminated or upon request.
- Failure to turn in packing slips, receipts or other back up documentation to the District Manager within thirty (30) days of the purchase for the purpose of establishing accountable reconciliation procedures.

**3. Ownership and Cancellation of the Credit Card**

The credit card remains property of the Bank. It may not be transferred to, assigned to, or used by anyone other than the designated Cardholder. The Cardholder is accountable for the activity on the card. The bank or the District may suspend or cancel Cardholder privileges at any time for any reason. The Cardholder will surrender the credit card upon request to the District or any authorized agent of the Bank.

**4. Spending Limits**

Each SWCD staff credit card has a pre-set limit of \$250.00 that may not be exceeded under any circumstances. The District Manager's credit card has a pre-set limit of \$1,000.00 that may not be exceeded under any circumstances.

**5. Receipts**

It is the Cardholder's responsibility to obtain transaction receipts from the merchant each time the credit card is used. Individual transaction receipts are to be attached to periodic statements and submitted to the District Manager for and approval of periodic statements. The District office must keep statement data and proof of reconciliation, including receipts and packing slips, on file for a period consistent with the adopted General Records Retention Schedule.

**6. Disputed Items**

It is the Cardholder's responsibility to follow-up on any erroneous charges, returns or adjustments to ensure proper credit is given on subsequent statements.

**7. Protecting the Credit Card**

The credit card is valuable property which requires proper treatment by the Cardholder to protect it from misuse by unauthorized parties.

**8. Validation and Safekeeping**

Sign the credit card immediately upon receipt. The credit card should always be treated with the same care as personal credit cards, bankcards, cash and checks.

The card(s) must be kept in an accessible, but secure location. When using the credit card for internet purchases, cardholders should ensure that the site utilizes industry recognized encryption transmission tools.

When the expiration date is passed and/or after you have received a new credit card, turn in the old credit card to the District Manager. Make sure the credit card is returned to you after each charge and verify that the returned credit card has your name on it.

#### **9. Lost or Stolen Credit Cards**

If the credit card is lost or stolen, inform the District Manager and contact the Bank's 24-hour toll-free number immediately.

#### **10. Cardholder Responsibilities**

Cardholders must use the card responsibly and in accordance with this policy. Responsibilities include:

- Purchasing items for District use only.
- Never lending or sharing the credit card or account number. Purchasing only goods and services that are approved by the District Manager or are in accordance with the District policies.
- Keeping all individual purchases to less than \$250.00.
- Returning the Credit Card to the District Manager and privilege of its use upon leaving the District or the position which entitled use of the card or upon ending employment with the District, or upon request of the District Board.
- Forwarding purchasing documents, such as sales receipts, to the District Manager.

#### **11. District Manager Responsibilities**

The District Manager is responsible for ensuring that these procedures are in place for all cards before employees are given card privileges. Timely reconciliation and appropriate record keeping in addition to the following administrative duties:

- Knowing the credit card limitations and restrictions.
- Developing and implementing internal procedures that govern the District use of the credit cards.
- Sharing new program information with cardholders.
- Answering cardholder questions about use of cards.
- Monitoring card usage to ensure that District policies, and internal policies and procedures are being followed.
- Assigning credit card privileges to staff.
- Communicating with the District Board when new or modified cards are required; requesting new cards from the Bank.
- Communicating with the District Board when card cancellations are required.
  - Requesting new cards from the Bank.
  - Terminating accounts and inactive cards and individual authority to use cards.

#### **D. WITNESS REIMBURSEMENT POLICY**

Pursuant to Minnesota Rule of Civil Procedure 45.06, any person or party that requires the testimony of any employee of the District relating to that employee's profession, or relating to knowledge, information, or facts obtained as a result of activities in that profession, shall pay compensation to the District for all time and expense involved in preparing for and giving such testimony.

The party requiring said testimony shall make arrangements for such compensation with the District Manager prior to the time of the taking of such testimony.

The amount of the compensation will be determined by the employee's rate of pay and the District's cost of fringe benefits, in addition to any mileage costs incurred by reason of the testimony.

The party requiring testimony shall reimburse the District for reasonable costs associated with the location, production and copying of any documents required to be brought to the hearing, trial or deposition.

The requirements recited herein shall apply to any testimony required at any trial, court hearing or deposition in any civil action, including conciliation court matters, to which the District is not a party. The District Manager may waive the application of this policy when testimony is requested by other government agencies, which have a reciprocity agreement with the District.

In the event a subpoena is served upon a SWCD employee without the appropriate fees, the person receiving the subpoena shall promptly notify the District Manager, who shall take appropriate action to quash said subpoena.

A copy of this section of the Personnel Policies shall be provided to any person serving a subpoena upon a District employee, or shall be transmitted to the party requesting the subpoena at the earliest opportunity.

### **SECTION XIII: INTERNET, E-MAIL, COMPUTERS, VEHICLES AND EQUIPMENT USAGE**

#### **A. E-MAIL, INTERNET AND COMPUTER USE POLICY**

The purpose of this policy is to provide clear guidelines to all District employees regarding the sending and receiving of electronic mail (e-mail), the accessing and downloading of Internet files, and District owned computer use.

##### **1. Acceptable uses of the Internet and District e-mail**

District provided internet and e-mail access is intended to be used for District reasons only. The District encourages the use of internet and e-mail because they make communication more efficient and effective. Personal use of the e-mail and internet is permitted, provided that personal use is minimal, strictly limited to non-business hours and follows the guidelines of this policy. However, internet service and e-mail are District property, and their purpose is to facilitate District business. Every staff member has a responsibility to maintain and enhance the Districts' public image and to use District e-mail and access to the internet in a productive manner. To ensure that all employees are responsible, the following guidelines have been established for using e-mail and the internet. Any improper use of the internet or e-mail is not acceptable and will not be permitted.

##### **2. Unacceptable uses of the Internet and District e-mail**

District e-mail and internet access may not be used for transmitting, retrieving or storage of any communications of a discriminatory or harassing nature or materials that are obscene or x-rated. Harassment of any kind is prohibited. No messages with

derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. No abusive, profane or offensive language is to be transmitted through the Districts e-mail or internet system. Electronic media may also not be used for any other purpose which is illegal or against District policy or contrary to the District's best interest. Solicitation on non-District business or any use of District e-mail or internet for personal gain, is prohibited.

### **3. Communications**

Each employee is responsible for the content of all text, audio or images that they place or send over District e-mail/internet system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. All messages communicated on District e-mail/internet system must contain the employee's name.

All communications sent by employees via District e-mail/internet system must comply with this and other District policies and may not disclose any confidential or proprietary District information.

### **4. Software**

To prevent computer viruses from being transmitted through District e-mail/internet system, there will be no unauthorized downloading of any unauthorized software. All unauthorized software must be approved by the District Manager.

### **5. Security/Privacy**

Every user must maintain the security of the District's Information Systems. Users shall not divulge passwords or security protocols to anyone outside the District. Users shall not permit non-employees/unauthorized users to use their passwords or the District's Internet access.

The District reserves the right to monitor usage patterns for its e-mail/internet communications. All messages created, sent, or retrieved over the Districts e-mail/internet system are the property of the District and should be considered public information. The District reserves the right to access and monitor all messages and files on District e-mail/internet system.

Employees shall be aware that all email/internet communications are the property of the District and the employee has no right of privacy regarding their email/internet communications. Employees should not assume electronic communications are totally private and should transmit highly confidential data in other ways.

### **6. Violations**

Any employee, who abuses the privilege of the District facilitated access to e-mail or the internet, may be subject to corrective action up to and including termination. If necessary, the District also reserves the right to advise appropriate legal officials of any illegal violations.

### **7. Systems/Property Rights**

The information, communication, processing, and storage resources provided by the District are the sole property of the District. Files, data, and other communication

created, originating from, or stored on the District's hardware, software, computer disks or other electronic systems are also the property of the District. Equipment and software leased from others by the District are considered the District's property for the purposes of this policy. The District's ownership and control over its systems shall apply regardless of how and where a user accesses the District's systems.

#### **8. Disclaimer/User Liability**

While the District has adopted and shall enforce this policy to the extent practicable, it does not have the resources or technical capability to ensure complete compliance by its users, who shall be responsible for following the terms of this policy.

The District shall not assume and hereby expressly disclaims liability for the misuse of its computers, equipment or Internet access, which violates this policy or any law.

The District expressly disclaims any liability resulting from any of the following:

- Financial obligations resulting from the use of the District accounts to access the Internet or any other financial obligation entered into on behalf of the District by an unauthorized individual;
- Damage to property used to access District computers, networks, equipment or online resources;
- Information received through District computers, equipment, online resources or networks.
- Damages, injuries or improper communications resulting from contact between individuals, including agents, through the Internet, E-mail or use of District equipment, computers or systems.

#### **B. VEHICLES AND EQUIPMENT**

The District maintains vehicles and various equipment for employee use in the performance of their assigned duties and responsibilities. The use of District vehicles and equipment is confined to that necessary to discharge the employer's business. Personal use of District vehicles and equipment is prohibited except for commuting purposes and minimal personal use such as stopping for lunch.

Employees shall not drive District vehicles without a valid Minnesota driver's license of the appropriate classification. Driving records of District employees, who use any vehicle for the District, may be checked on an annual basis.

Employees are required to have liability insurance in effect on all vehicles used for District purposes or while performing District business. The District may at any time require proof of such insurance.

An employee, who is involved in a collision or related property damage accident while performing District business, regardless of whether the employee is driving his/her own personal vehicle must notify the District Manager within twenty-four (24) hours.

### **SECTION XIV: SAFETY AND HEALTH**



**A. SAFETY AND HEALTH POLICY**

It shall be the policy of the District to provide a work place and conditions that are free of recognized hazards to health and safety. The District shall comply with federal and state laws and regulations pursuant to health and safety, i.e.: OSHA, MOSRA, Right-To-Know, Indoor Clean Air Act, etc.

The District Manager is responsible for establishing and maintaining active safety programs.

Employees are responsible to conduct themselves and handle equipment and material so as to avoid hazards. Employees are also responsible for observing all safety rules, District policies and the identification and reporting of safety hazards to the District Manager.

**B. LIFE THREATENING ILLNESSES**

The District recognizes that employees with life-threatening communicable diseases and terminal illnesses such as cancer, heart disease, and AIDS, may wish to continue to engage in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards, and medical evidence indicates that their condition(s) are not a threat to themselves or others, the District should be sensitive to their condition(s) and ensure that they are treated consistently with other employees. The District also recognizes that it has an obligation to provide a safe work environment for all employees, clients, and the public. Therefore, precautions should be taken to ensure that an employee's condition does not present a health and/or safety threat to themselves, other employees, clients or the public.

When dealing with situations involving employees with life-threatening communicable diseases and terminal illnesses, the District Manager will:

- Remember that an employee's health condition is personal and confidential, and every precaution should be taken to protect information regarding an employee's health condition. Health data regarding the employee is private data, M.S. 13.43, subd. 2, and may not be released to the public or to fellow employees without a strict observance of data privacy rights of public employees. Knowledge that an employee has a life-threatening communicable disease or terminal illness will be limited to those persons determined by the District Manager to have a direct need to know.
- The District reserves the right to require an examination by a medical doctor appointed by the District.
- If warranted, make reasonable accommodations (Section 504 of the Rehabilitation Act) for employees with life-threatening diseases and terminal illnesses consistent with the business needs of the office/department.
- Be sensitive to the fact that continued employment for an employee with a life-threatening communicable disease or terminal illness may sometimes be therapeutically important in the remission or recovery process or may help prolong that employee's life.
- Be aware that when dealing with employees who have some form of life-threatening communicable disease, laws and regulations that protect people against discrimination cover them.

- Be aware, and make employees aware, that testing for communicable diseases must not be done as a screening device for employment, reassignment or promotion, except as provided in Section IV, Requirements of Physical Examination.

### **C. DRUG FREE WORKPLACE**

The District recognizes that alcohol and other drugs or controlled substances create significant disruptions to the district's workforce. The District's has the obligation to ensure that its employees perform the responsibilities of their job in an efficient, safe, and professional manner.

In recognition of the value of a drug and alcohol free workplace, and in conjunction with the Drug-Free Workplace Act of 1988, the District adopted the following policy.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace. [For purposes of this section, the term "controlled substance" is defined as a controlled substance which appears in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812)]. These may include, but are not limited to, narcotics, depressant, stimulants, hallucinogens, and cannabis.

If an employee is taking medically authorized drugs or other legal substances which may alter job performance, the employee is under an affirmative duty to notify the District Manager of the potential that his/her ability to perform his/her regular duties may be impaired.

Any violation of this drug-free policy may constitute "just cause" for disciplinary action, up to and including immediate suspension and/or termination.

As a condition of employment, employees will abide by the terms and conditions of this drug-free policy and will notify the District Manager of any criminal drug statute conviction if the violation occurred in the workplace within five (5) calendar days after such conviction.

Within thirty (30) calendar days of receiving notice from an employee of a drug related workplace conviction, the District may require an employee to satisfactorily participate in a drug abuse assistance or acceptable rehabilitation program. Programs of this type may be available through the District's medical insurance program.

The District will notify the appropriate law enforcement agency when there is a reasonable suspicion that an employee may have illegal drugs in his/her possession at work or on District premises.

Employees are not allowed to consume alcoholic beverages during lunch or dinner meals when returning immediately thereafter to perform work on behalf of the District.

### **D. TOBACCO FREE WORKPLACE**

The District is committed to providing a safe and healthy environment. Smoking and secondhand smoke have been found to pose definite health hazards, and adversely affect employee relations and the conduct of business.

Smoking is not permitted in any District owned or leased building, vehicle or equipment. All District employees, visitors and contractors shall adhere to this policy. Employees not complying with this policy will be subject to disciplinary action.

**E. SEAT BELT SAFETY**

The District Board, in order to effect compliance with Minnesota Statute 169.684, the Mandatory Seat Belt Usage Law, requires all District employees to use the appropriate passive restraint and/or seat belt when operating a motor vehicle in connection with District business regardless of whether or not he/she is operating a Natural Resources Conservation Service or District owned vehicle or using his/her personal vehicle to perform District functions. The intent of the Board's action is to prevent injuries to District employees wherever possible. Each employee is responsible for strict compliance with this policy and, as a driver is responsible for the compliance of all passengers to this policy. The protection and safe operation of vehicles and equipment is a requirement. Employees not complying with this procedure will be subject to disciplinary action.

**F. POLICY PROHIBITING FIREARMS AT WORK**

The District prohibits all employees from carrying or possessing firearms while acting in the course and scope of employment for the District. The possession of, or carrying of, a firearm by employees is prohibited while working on District property or while working in any location on behalf of the District.

This includes, but is not limited to, carrying on your person a firearm while:

- Driving when on District business unless the firearm is unloaded and cased and stored in the vehicle;
- Riding as a passenger in a car or any type of mass transit while on District business;
- Working at any District worksite;
- Working off-site on behalf of the District;
- Performing emergency or on-call work at times other than normal business hours;
- Working at private residences, businesses, or any location on behalf of the District;
- Attending training or conferences on behalf of the District.

Violations of this policy may lead to discipline up to and including termination in accordance with Section XI of these policies.

**SECTION XV: RECORDS AND DATA PRIVACY**

**A. RECORDS AND DATA PRIVACY**

**1. Responsibility for Records**

The District Manager, the "Responsible Authority," for the Board, is responsible for assuring compliance with data privacy requirements for personnel data as indicated in the Minnesota Government Data Practices Act. The District Manager shall maintain a personnel file on each individual employee. These files shall constitute the official personnel records of the District and provide the basis for personnel actions.

Pursuant to M.S. 13.03 Subd. 1, any requests for collection and/or release of data not specifically classified will be treated as public data and referred to the District Manager for classification.

**2. Types of Data**

**Public Data:** Data about a person which must be shown to anyone requesting the data.

**Private Data:** Data about a person which must be shown to that person upon request, but is not available to others without the permission of the data subject, unless specifically authorized by law.

**Personnel Data:** Refers to data on individuals collected because the individual is or was an employee of, an applicant for employment by, performs services on a voluntary basis for, or acts as an independent contractor with the District or is a member of an advisory board or commission.

**Summary Data:** Unless a specific law provides otherwise, upon request, a responsible authority must prepare a statistical record or report which is available to the public and is known as summary data. Summary data are prepared by eliminating all identifying features from confidential or private data. The requesting person must pay the cost of making the summary. A person outside the agency may be allowed to prepare the summary, if that would not compromise the security of the data.

**Public Personnel Data:** The following personnel data is public:

- Name
- Gross Salary and Salary range
- Gross pension
- Contract fee
- Value and Nature of fringe benefits
- Expense reimbursements
- Job Title
- Job description
- Education and training background
- Previous work experience
- Dates of employment
- Existence and status of complaints or charges against employees
- Final disposition of a disciplinary action, including the data documenting the basis for the action
- Any settlement agreement arising out of employment
- Work location
- Work telephone number
- Badge number
- Honors or awards received
- Time records, excluding the reason for sick leave.

The following personnel data on applicants is also considered public data:

- Veteran Status
- Test Scores
- Rank on eligibility list
- Job History
- Education and training
- Work Availability

- Name - considered private data except when certified as eligible for appointment to a vacancy or considered a finalist and selected to be interviewed.

### **3. Access to Public Data**

Access to public personnel data shall be provided to any person, without regard to the nature of the person's interest. Access must be provided by the Responsible Authority or other persons authorized by the District Manager. Access must be provided within a reasonable time. Interpretation shall be provided if requested. A fee may be charged reflecting paper costs, mailing costs, duplicating costs, etc.

### **4. Access to Private Data**

Access to private personnel data is available only to the following:

- The subject of the data.
- Individuals whose work assignments with the District reasonably require access.
- Entities and agencies determined by the District Manager or Responsible Authority to be authorized by statute or federal law to gain access to that data.
- Entities or individuals given access by the express written direction of the data subject.

Each Responsible Authority shall assure that access is provided only to the parties listed above. The identity and authority of an individual who seeks to gain access to private data must be confirmed. The time that access is available is limited to the normal working hours of the District office. No fees shall be charged in the instances where the data subject only wishes to view private personnel data. Fees may be charged for providing copies.

### **5. Data Practices Act**

In the event of any inconsistency between Minnesota Statutes Chapter 13 (The Government Data Practices Act) and Section XV of these Policies, Minnesota Statutes Chapter 13 shall be controlling and determinative.

## **SECTION XVI: GENERAL REQUIREMENTS**

### **A. NOTICE OF INJURY TO PUBLIC**

Each employee shall report to the District Manager any instance of injury to the person or property of a member of the public as a result of operation of District property under their control. They are expected also to report any instance of injury to a member of the public arising from an incident on District property that comes to their attention.

### **B. PERSONAL DRESS**

Appropriate clothing must be worn, either for the protection of an employee or for purpose of presenting a positive image to the public.

### **C. KEY POLICY**

The Sherburne SWCD Board adopts the following Key Policy for all District facilities.

- The District Manager has the responsibility and authority to issue keys for the District Facilities.
- Only the District Manager is authorized to duplicate keys.
- All new employees, at orientation, shall be given a copy of the Key Policy.
- If an employee loses a key, it needs to be reported to the District Manager within 24 hours or disciplinary action may be taken. The employee will sign a statement of lost key before a new key is issued.
- The District Manager and NRCS District Conservationist will meet and decide in the event of lost keys, if there is a potential security risk and if there is a need for locks to be changed or rekeyed.
- To insure the safety and security of the District's buildings, employees shall not loan their key to others. This infraction could result in disciplinary action.
- When an employee leaves employment with the District, they will turn all keys in to the District Manager before leaving employment.
- It is the responsibility of the District Manager to make sure keys that are in the terminating employee's possession, be returned.
- Employees, who do not turn in keys before leaving employment, will be considered as having not resigned in good standing.

**D. DISTRICT MANAGER**

**1. Authority**

Subject to the provisions of these Policies, and District Board resolutions, the District Manager possesses the right to operate the District and all management rights reposed in it. These rights include, but are not necessarily limited to, the following:

- To direct the operations of the District.
- To establish reasonable work rules and assign work.
- To hire, promote, transfer, schedule and assign employees to positions within the District.
- To suspend, demote, discharge and take other disciplinary action against employees for just cause.
- To relieve employees from their duties because of lack of work or other justifiable economic reasons.
- To maintain efficiency of District operations.

**2. Recruitment and Selection**

The Personnel Committee is responsible for recruitment, selection, promotion, demotion and discharge of the District Manager pursuant to the provisions of Section XI. Any decision of the Personnel Committee in reference to the District Manager is subject to review and approval by the District Board.

**3. Policy, Rules and Regulation**

The Personnel Committee will apply all policies, rules and regulations established by this Personnel Handbook to the District Manager.

**E. CONFLICT OF INTEREST**

An employee shall not engage in any employment, private enterprise, participate in any professional activity, or perform any act of service during or outside their employment with the District, including volunteer work, which could adversely affect the employee's ability to perform the normal duties and responsibilities of their position, or which is adverse to the interests of the District.

The performance of an act in other than the capacity as an employee which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by said employee that is employed by the District is prohibited.

Employees shall notify the District Manager, in writing, when they obtain outside employment, including the nature, place, and working hours. The District Manager shall examine whether the outside employment or activity is of a similar nature to District employment. The District Manager will indicate approval or disapproval in writing with a copy forwarded to the Personnel Committee. In instances where the Personnel Committee finds an actual or apparent conflict of interest, the District can disapprove a District employee's outside employment only in cases of potential conflict of interests or time conflicts. In such cases, the aggrieved employee may appeal the determination to the District Board, whose decision shall be final. An employee's failure to disclose non-District employment as referred to in the Employee Discipline and Discharge rule, Section XI, may be grounds for disciplinary action, including suspension or termination.

If an employee is participating in any non-compensated activity that may cause a conflict, as referred to in the Employee Discipline and Discharge rule, Section XI, he/she is encouraged to discuss the activity with the District Manager. If a potential for conflict exists, the Personnel Committee will make a determination as to actual or apparent conflict of interest. If the activity is disapproved by the Personnel Committee, the aggrieved employee may appeal the decision to the District Board, whose decision shall be final.

**F. POLITICAL ACTIVITY**

All District employees have the right to vote as they please, to express their opinions on political subjects and retain membership in political parties.

**1. Candidate for Public Office**

An employee may be a candidate for partisan or non-partisan public office provided that no employee shall campaign for such office during actual hours of work. Any employee seeking public office must notify the District Manager so that a determination, by the District Board, can be made as to whether the position that the employee occupies with the District would be in conflict with the candidacy for public office the employee is seeking.

If the employee fails to provide proper notification of his/her candidacy, the District Manager shall call a special meeting with the Board of Supervisors for determination of any conflict of interest. If a finding of a conflict is made, the employee shall be required to take a leave of absence without pay until the first business day following the election at which the outcome of the election contest is determined.

Upon election, the employee must immediately notify the District Manager in writing. If the District Manager determines that the duties of the elective office conflicts with the proper discharge of District responsibilities, the employee will be required to be separated from the District or take a leave of absence, subject to review and approval by the District Board.

Any District employee seeking public office must nevertheless devote full-time energies to normal District employment and cannot campaign during normal working hours.

## **2. Prohibited Activities**

The following employee political activities are strictly prohibited:

Using official authority or influence for the purpose of interfering with, or affecting the result of, an election or nomination for office.

Using official authority or influence to compel any employee to apply for membership in, or become a member of, any organization.

Directly or indirectly coercing or attempting to coerce or command an employee to pay, lend, or contribute anything of value for political purposes.

Soliciting or receiving funds during hours of employment.

Campaign material may only be placed or distributed at designated areas within District facilities as determined by the District Board.

The wearing of campaign buttons or other campaign regalia during hours of employment.

Using District property or equipment for any political activities, whether on their own behalf or for others, is prohibited.