



HUMAN RESOURCE POLICIES AND PROCEDURES MANUAL



"Serving Hardin County Since 1952"

2022

Hardin County Water District No. 1
Human Resource Policies and Procedures Manual

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Subject: GENERAL STATEMENT: HUMAN RESOURCE
POLICIES AND PROCEDURES

No. 5
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I. Authority

- A. By approval of the Commissioners of Hardin County Water District No. 1, the District Human Resource Policies and Procedures were established August 1, 1994.

II. Purpose

- A. This policy manual was developed to describe some of the expectations of HCWD1 employees and to outline the policies and procedures. Each employee is expected to read, understand and comply with all provisions of this manual.

III. Obligations

- A. The District recognizes that it has an obligation not only to its customers but also to its employees. The District knows that high employee productivity results from non-discriminatory selection, good supervision along with fair and equitable treatment of all employees.
- B. Fair and equitable treatment of employees requires that a number of decisions regarding employees be made, be put into writing, be given to employees and be administered through supervisors in a coordinated manner.

IV. Compensation

- A. The District's pay plan shall be set by the Commissioners and shall be administered as described in the Employee Performance Evaluation Manual.

V. Administration

- A. The Commissioners are the governing body of the District. The General Manager is the Chief Administrative Officer of the District. The authority and responsibility for the conduct and administration of all functions of the District and of its departments is vested in the General Manager. Under the overall guidance of the General Manager, final authority, in the form of review and approval, is reserved by the Commissioners with regard to all personnel matters and subjects covered by these policies and procedures.
- A. No policy manual can anticipate every circumstance or question about policy. With approval of the Commissioners, the General Manager may change these policies and procedures to the extent deemed necessary in order to more effectively promote the interests of the District. The General Manager is the custodian of the "Human Resource Policies and Procedures Manual." The General Manager will ensure that each employee is given a copy of changes to these policies and procedures.

I. Employment-At-Will

- A. It is the policy of Hardin County Water District No. 1 that all employees who do not have a separate, individual employment contract or collective bargaining agreement with the District for a specific, fixed term of employment are employed at the will of the District, and may be terminated by the District at any time, for any reason, with or without notice, as long as there is no violation of applicable federal or state law. Employment with Hardin County Water District No. 1 is a choice that the employee and the District make voluntarily. Each employee is free to resign at will at any time, for any reason. The policies contained within are not intended to create a contract, nor are these policies, or any other District policies, to be construed to constitute contractual obligations of any kind or a contract of employment between Hardin County Water District No. 1.
1. No District representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, contrary to this policy.
 2. This policy shall not be modified by any statements contained in this or any other employee handbooks, employment applications, District employment materials, District memorandums, or other materials provided to employees in connection with their employment. None of those documents, whether singly or combined, shall create an express or implied contract of employment for a definite period or an express or implied contract concerning any terms or conditions of employment. Only a specified employment contract may modify the employment at will relationship.

I. Equal Employment Opportunity Policy

- A. Hardin County Water District No.1 believes in equal employment opportunities for all individuals without regard to race, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, genetic information, or status as a covered veteran or other status protected by law in accordance with applicable federal, state and local laws or contracts. Hardin County Water District No. 1 complies with applicable State and local laws governing nondiscrimination in employment in every location in which Hardin County Water District No. 1 has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, and compensation and training.
- B. Hardin County Water District No. 1 expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, genetic information, or status as a covered veteran. Improper interference with the ability of Hardin County Water District No. 1 employees to perform their expected job duties is absolutely not tolerated.
- C. Employees who believe they have been the objects of discrimination and/or harassment prohibited under this policy may contact Human Resources or the General Manager without fear of retaliation or reprisal, or they may use the procedure outlined in the employee Open Communication Policy.

I. Objective

- A. Hardin County Water District No. 1 believes that hiring qualified individuals to fill positions contributes to the overall success of the organization. The District believes in promoting from within when possible, and is committed to employing the best candidates for approved positions and engaging in effective recruitment and selection practices in compliance with all applicable employment laws. The District provides equal employment opportunity to all applicants and employees.

II. Hiring Process and Procedures

- A. The supervisor with an opening will confer with Human Resources in order to:
1. Plan recruitment and selection strategy for a job expected to become vacant or for a vacant job.
 2. Review the job description for the basic job content and minimum qualifications of the job.
- B. Human Resources will generate job announcements and have them posted within the District. The position will be posted internally for five business days, during which time eligible employees may apply ahead of external candidates. Internal candidates may or may not be given preference depending on the circumstances. In some cases, external recruiting may take place simultaneously to expedite the process as business needs require. Appropriate external recruitment sources will vary depending on the vacancy.
- C. Each job posting will have a closing date by which time applications must be received to be considered for the position.
- D. Human Resources is responsible for tracking all applicants and retaining applications as required.
- E. Human Resources will screen applications prior to scheduling testing and interviews.
- F. Interviews are conducted by a panel using behavior-based interview questions and a structured interview process. Candidate evaluation forms will be completed after each interview and retained with the application.
- G. After a decision has been made to hire a candidate, an offer will be made contingent on the satisfactory completion of background checks and drug testing. If a candidate fails to accept an offer of employment within 7 calendar days, the offer may be rescinded by the District.
- H. Once Human Resources receives satisfactory results from all required background checks and tests, candidates will be scheduled for orientation.
- I. Human Resources will notify applicants who are not selected.
- J. The District reserves the right to change this policy at any time and for any reason and to grant exceptions to this policy based on business needs.

I. Policy

- A. The District wants to ensure that organizational practices do not create situations such as a conflict of interest or nepotism based on employment of relatives. This extends to practices that involve hiring, promotions and transfers.
- B. The District will not hire an immediate family member of any current member of the Board of Commissioners or General Manager.
- C. The District will consider a member of an employee's immediate family for employment if the applicant possesses all of the qualifications for employment for the position. An immediate family member may not be hired, however, if the employment would create either a direct or indirect supervisory/subordinate relationship with the family member, cause the family member to work within the same department or create a conflict of interest.
- D. For purposes of this policy immediate family member is defined to include spouses, mother, father, brother, sister, son, daughter, nieces, nephews, 1st cousins, mother-in-law, father-in-law, brothers and sister-in-law, sons and daughter-in-law of the person working for Hardin County Water District No.1.

I. Policy

- A. The six month introductory period serves as a tool to:
1. Assist the employee as he/she transitions to a new work environment.
 2. Allow both the employee and the supervisor to determine and confirm the employee's suitability and fit for the job.
 3. Provide the employee with a set of six month goals.
 4. Ensure the employee has the necessary tools to effectively do the job.
 5. Help the employee develop the skills needed to perform the job.
 6. Provide as much support as possible to the new employee during this crucial time.
 7. Provide the employee with a clear job description.
 8. Ensure the employee understands what is expected of him/her and what the measurement criteria is.
 9. Familiarize the employee with the District's written policies, procedures and practices.
 10. Provide regular feedback throughout this period.
- B. At the end of the six month period the employee will receive a formal performance evaluation.
- C. Rehired employees with separation periods of one year or more will work on an introductory basis for the first six months after their date of rehire. Rehired employees with separation periods less than one year will not have an introductory period.
- D. Either the employee or the District may end the at-will employment relationship at any time during or after the introductory period with or without cause or advance notice.

I. Policy

- A. Termination of employment is an inevitable part of personnel activity within any organization. When employment terminates, an appropriate designation for the type of termination shall be documented.

II. At-Will Employment

- A. Employment with Hardin County Water District No. 1 is voluntary and subject to termination by the employee or District, at will, with or without cause, and with or without notice, at any time. Nothing in this policy shall be interpreted to conflict with or to eliminate or modify in any way the employment-at-will status of District employees.

III. Voluntary

- A. Voluntary employment termination is initiated by the employee. The District requests at least 10 working days written notice of resignation/retirement in order to resign in good standing.
- B. Any employee who fails to call-in and report to work as scheduled (No-Call/No-Show) for either three consecutively scheduled or three non-consecutive work days during the previous 12 months will be viewed as having resigned from their position.
- C. If an employee fails to give and work a two week notice (10 business days) he/she will not be eligible for re-hire and will not be paid out for any unused PTO/EIB.
- D. If an employee resigns during the first six months of employment, PTO hours are forfeited and there would be no payment for unused PTO.

IV. Involuntary

- A. Involuntary employment termination is initiated by the District. An employee may be terminated at any time, with or without cause, at the will of General Manager.
- B. Involuntary terminations are to be treated in a confidential professional manner by all concerned.
- C. Any employee discharged is not eligible for re-hire and will not be paid out for any unused PTO/EIB.

V. General

- A. Employees are responsible for all property, materials or written information issued to them or in their possession or control. Employees must return all property of the District immediately upon request or upon termination of employment.
- B. Where applicable by law, the District may withhold from the employee's final paycheck the cost of any items that are not returned when required. The District may also take any lawful action deemed appropriate to recover or protect its property.

I. Policy

A. All employees are designated as either nonexempt or exempt under State and Federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and Hardin County Water District No. 1

1. Nonexempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.
2. Exempt employees are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

II. The District has established the following categories for both nonexempt and exempt employees:

- A. Regular Full-Time Employee - An employee filling a year-round position that amounts to 35 or more hours of work each week (on average). Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.
- B. Regular Part-Time Employee - An employee filling a year-round position that, on average, amounts to less than 29 hours of work each week. Regular, part-time employees are ineligible to participate in the District's benefits programs except for those required by law.
- C. Interns - Interns are part of a cooperative education program. Their services are generally required during the summer months. Interns are usually scheduled to work five days per week, 8 hours per day. Interns are ineligible to participate in the District's benefits programs except for those required by law.

III. Reinstated Employee

- A. Definition - An employee who returns from an authorized leave of absence.
- B. Benefits - A reinstated employee is reinstated to their previous position with all seniority, pay, status and benefits that would have occurred had the employee been continuously employed.

IV. Rehired Employee

- A. Definition - An employee is hired who has been a District employee, but who was totally separated from the employment of the District.
- B. Benefits - A rehired employee will start as if he/she was never employed with the District. They will have a new seniority date and will be treated for benefit purposes just like any other new hire.

I. Policy Purpose

The District may provide additional employee training or education, to the extent that this enhances the employee's value or contribution to the District and its customers. This benefit more specifically is offered to

- A. Prepare employees at all levels to assume more responsibility and perform additional administrative and managerial tasks.
- B. Develop and broaden employees' knowledge of the water utility industry and increase related technical knowledge and skills needed to perform their position for the District.
- C. Create a source of employees for future advancement to supervisory, administrative and management positions within the District.
- D. Maintain minimum certification or operation licenses as required by regulatory agencies or state or federal laws.

II. Scope and Applicability:

- A. This benefit shall only be provided to full time District employees. This benefit is not provided to temporary or part time employees.

III. Type of Benefits Offered and Limitations

- A. Individual conferences, seminars or individual courses or training.
- B. Specialized, technical courses or training related to use of equipment or software, which may or may not result in award of a certificate, license or Continuing Education Units.
- C. Individual college level courses which result in a grade and college credit.
- D. Approval of any benefits of this policy will be subject to available funds, approved budget amounts, the sole determination of the District management as to need of the training or education and benefit to the District.

IV. Procedures / Application & Approval Process:

- A. The following process and procedures must be followed in order for an employee to receive this benefit:
 - 1. Non-college course or training (applies to payment of training for items B, or C in previous paragraph:
 - a. For training required by a supervisor, the employee will be notified of the time, place and type of training required. The supervisor shall be responsible to arrange payment of the training in advance. The employee may request or file for reimbursement of travel, lodging and meal reimbursement in accordance with other District policies providing payment or reimbursement of those qualifying expenses.

- b. For employee requested training, non-college course training or education, the employee shall provide a verbal or written request to their supervisor explaining the type of training, time required and total cost to the District, *in advance* of registering for the training. The supervisor shall then review and approve all requests in consideration of the terms of this policy, and funds available.

B. College Tuition Reimbursement

1. Requests for reimbursement will be limited to funds available, and considered on first applied, first received basis. However, the District may give preference to requests from employee's who have not previously received a benefit, or received fewer reimbursements, above an employee with multiple prior payments. If the budget for a given fiscal year has been committed or exhausted, the District reserves the right to deny the request, or postpone the request to a future year.
2. Regular full-time employees with six (6) consecutive months of service are eligible to apply for courses that start after completion of six months of employment.
3. Tuition for a maximum of two (2) courses per quarter will be reimbursed upon satisfactory completion of the course and a grade of "C" or better ("B" or better for advanced degree courses).
4. The employee's most recent performance appraisal must have been in the Market or Exceptional range to qualify for college tuition reimbursement. Deterioration in job performance while participating in the tuition reimbursement program may disqualify the employee for future reimbursements.
5. For college tuition reimbursement, the employee shall provide a written request to their supervisor explaining the course(s) desiring to be reimbursed for, and the benefit to their position and the District. The benefits must include improving the employee's job performance and qualifications, and must be business related to the employee's job or District operations.
6. The request must be presented *in advance* of registering for the class, or taking the class, in order to be considered for reimbursement.
7. If an employee is receiving other aide or assistance from another agency or institution for tuition payment, the District will coordinate the benefits so that the employee does not receive more than 100% of the tuition costs associated with any course.
8. The supervisor shall then review the request and recommend to the General Manager for approval. The General Manager shall approve all requests in consideration of the terms of this policy.
9. After the course is completed, the employee shall present evidence of the final course grade to their supervisor, and evidence of a bill from the institution, or prior employee payment, clearly showing the amount due or

paid. If available, the employee shall also fill out any request forms provided by the District.

10. If the request meets all aspects of this policy, the amount of the reimbursement for the course shall be based on the grade received;
 - a. "A" - 100% reimbursement
 - b. "B" - 90% reimbursement
 - c. "C" - 80 % reimbursement
 - d. Below "C" - no reimbursement will be made

Advanced degree courses require a "B" or better for reimbursement.

The District will not reimburse employees for courses in which the employee can receive a grade of "Pass or Fail".

11. Books, supplies and required software are not considered reimbursable, as these would remain the property of the employee, and may be sold back to the bookstore or to other persons. Other non-tuition fees, charges, late fees or penalties are also not considered reimbursable.
12. Tuition reimbursement shall not exceed the public and state supported institution rate. Private university costs will be reimbursed up to the highest maximum cost for the course at an equivalent public institution.
13. The employee will not be paid as "worked time" for time spent in class, or doing assignments or homework. The employee shall not be able to study, do homework or complete other assignments during work or on District time. Class attendance must be outside work hours, and may not conflict or interfere with scheduled work hours.
14. Employees who accept tuition reimbursement, commit to regular full-time service for six (6) months following the completion of the last course. In the event that an employee voluntarily terminates their employment or is terminated for cause, agrees to repay the District the entire amount of tuition, associated fees, and taxes, if any, that have been paid.
15. If an employee does not repay the amounts due as indicated above on or before the last day of employment, any such amounts will be deducted from the employee's final paycheck or from any other amounts payable to the employee upon or following termination of employment, including but not limited to PTO, bonuses or other pay, and authorize such deduction. Employees will also acknowledge that any balance still owed to the District after the deductions referenced above must be repaid to the District.
16. If the employee terminates employment before a course is completed, no expenses will be reimbursed.

I. Policy

- A. The District strives to administer equitable and consistent communication regarding unsatisfactory conduct or performance in the workplace. The best disciplinary measure is the one that aims to correct behavior or performance when an employee is not meeting expectations.
- B. The District's own best interest lies in ensuring equitable treatment of all employees and in making certain that disciplinary actions are prompt, consistent and impartial. The major purpose of any disciplinary system is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future.

II. Policy Violations

- A. A policy violation arises when an employee engages in conduct that violates a rule, procedure, policy or regulation of the District. Although too numerous to mention, misconduct can arise in a myriad of ways and can include, but is not limited to
 - 1. Theft or unauthorized removal or possession of District property.
 - 2. Falsification or submission of false information on employment application or other records.
 - 3. Presence on District premises while under the influence of alcohol or illegal or controlled substances.
 - 4. Fighting or threatening violence on District premises and/or worksites.
 - 5. Boisterous or disruptive activity or use of inappropriate language on District premises and/or worksites.
 - 6. Negligence or improper conduct leading to damage of District property.
 - 7. Insubordination.
 - 8. Sleeping on the job.
 - 9. Violation of safety rules.
 - 10. Sexual or other unlawful harassment or discrimination.
 - 11. Possession of dangerous or unauthorized materials, such as explosives or firearms.
 - 12. Excessive absenteeism or any absence without notice.
 - 13. Unauthorized absence from workstation or area during the workday.
 - 14. Unauthorized use of telephone, mail system or other District equipment.
 - 15. Unauthorized disclosure of confidential business information.
 - 16. Violation of District policies and guidelines.
 - 17. Unsatisfactory performance or conduct.

III. Discipline Options

- A. Although employment with Hardin County Water District No. 1 is based on mutual consent and both the employee and the District have the right to terminate employment at will, for any reason, and with or without advance notice, the District may use disciplinary action at its discretion, which may include:

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1. Verbal warning
2. Written warning
3. Suspension without pay
4. Demotion
5. Discharge

B. The District is not obligated to administer disciplinary action using predetermined steps in any particular sequence. The District does not have a policy of "progressive" discipline. The District recognizes that there are certain types of employee problems that are serious enough to justify termination of employment, without going through a warning procedure.

I. Policy

- A. It is the policy of the District to assure open communications and the prompt, equitable resolution of individual employee work-related problems.

II. General

- A. The District believes it is essential to provide open, direct and face-to-face communications at all levels. To help ensure this, supervisors are encouraged to schedule meetings or dialogue sessions with employees to discuss matters of general, District and/or individual interest and opportunities for work improvement.
- B. In any work situation, the necessity for prompt attention to employee concerns, problems and/or complaints is essential. Employees should be informed that their job-related problems will be reviewed and the employee may follow the procedures outlined in Section III of this policy, if necessary, without fear of censure or reprisal. Supervisors and employees must recognize that employee/supervisory problems may arise in the work environment; differences that cannot be resolved mutually do not automatically cast a reflection on either the employee or the supervisor.
- C. It is the supervisor's responsibility to listen openly to the employee's concerns and to involve the employee in mutual problem definition and solution. It is the employee's responsibility to work collaboratively with his/her supervisor. Both the employee and the supervisor should seek to resolve the problem promptly, constructively and at the lowest level possible.

III. Procedure

- A. The primary intent of the following procedures is to provide a process to clarify and resolve current problems of employees. It must be understood that the communication/problem resolution process does not deter or inhibit management's right to issue disciplinary action up to and including termination. If an employee has a grievance, they may take the following steps:
- B. Step 1:
1. The employee should discuss the matter with his/her immediate supervisor to explore the problem and identify ways to resolve it. A follow-up meeting should be established to review progress and to determine if the problem is resolved.
 2. If an employee believes that he/she has been subjected to discrimination and/or sexual harassment, and that the source is his/her supervisor, the employee may contact Human Resources or the General Manager or may proceed directly to Step 3 for a review of the problem.
- C. Step 2:
1. If the employee feels the problem was not resolved satisfactorily after the initial steps with the immediate supervisor, the employee may request a review by the next higher level of supervision. This request should be prepared within a few days after the previous meetings to facilitate a prompt review. In this situation, the employee should:

- a) Submit a written request for review to the next higher level of supervision and send a copy of the written request to Human Resources.
 - b) Include a specific summary of the problem and the dissatisfaction with the supervisor's response or resolution.
 - c) Identify his/her recommended solution.
2. The higher-level supervisor will review the employee's written request. He/she will also meet with the employee and any other person whom he/she deems is relevant to understanding the issue. After a review of the request along with any other investigation that the higher-level supervisor deems appropriate, the higher-level supervisor will provide a decision on the matter.
 3. Human Resources will act as an objective third party in facilitating the problem-solving process. To that end, Human Resources will be available to provide advice and guidance to the higher level supervisor and act, when necessary, as a facilitator between the employee and the supervisor whose actions are the subject of the employee's concerns. After review and discussion of the problem by the next higher level of supervision, a written summary of the decision will be provided to the employee within a few days after completing the review.
- D. Step 3:
1. If the employee still feels that the problem was not resolved satisfactorily, he/she may request further review by the General Manager.
 2. The request for review must be submitted in writing within 10 calendar days after the employee received the answer of the higher-level supervisor.
 3. The decision of the General Manager regarding the particular complaint is binding and final for all concerned parties.

I. Policy

- A. Purpose: It is the position and policy of the District to prohibit any harassment including harassing conduct of a sexual nature, or because of someone's race, color, national origin, religion, age, disability, veteran status or other protected status. Prohibited conduct includes both verbal and physical conduct by any person, including employees, supervisors, managers and other persons having business with the District, which potentially harasses, disrupts or interferes with an employee's work performance or which potentially creates an intimidating, offensive or hostile work environment.

II. Sexual Harassment

- A. Applicable federal and state law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission of the conduct is made a term or condition of employment.
 2. Submission to or rejections of the conduct is used as basis for employment decisions affecting the individual.
 3. The conduct has the purpose or effect of unreasonably interfering with the employees work performance or creating an intimidating, hostile or offensive working environment.
- B. The following list contains examples of prohibited conduct. They include, but are not limited to:
1. Unwanted sexual advances;
 2. Making or threatening reprisals after a negative response to sexual advances;
 3. Visual conduct such as leering, making sexual gestures or displaying sexually suggestive objects, pictures, cartoons, or posters;
 4. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes or comments about any employee's body or dress;
 5. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual or suggestive or obscene letters, notes or invitations;
 6. Physical conduct such as touching, assault, or impeding and/or blocking movements;
 7. Retaliation for reporting harassment or threatening to report harassment;
 8. Making repeated requests for a date.
- C. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a manager, or harassment by a person(s) doing with business with or for the District, such as clients, customer or vendors;

III. Other Types of Harassment

- A. Prohibited harassment on the basis of race, color, religion, national origin, disability, veteran status, age or any other protected status under local, state or federal law, includes behavior similar to sexual harassment, such as:
1. Verbal conduct such as threats, epithets, derogatory comments or slurs;

2. Visual conduct such as derogatory posters, photographs, cartoons, drawings or gestures;
3. Physical conduct such as assault, unwanted touching or blocking normal movement;
4. Retaliation for reporting harassment or threatening to report harassment.

IV. Retaliation

- A. It is against District policy and unlawful to retaliate in any way against anyone who has lodged a harassment complaint, has expressed a concern about harassment, including sexual harassment, or has cooperated in a harassment investigation. Therefore, the initiation of a complaint, in good faith, shall not under any circumstances be grounds for disciplinary action. However, individuals who make complaints that are demonstrated to be intentionally false may be subject to disciplinary action, up to and including termination.

V. Reporting of Violations

- A. This policy is intended to stop potentially harassing conduct before it affects workplace performance or the working environment of any employee. Employees are encouraged to report, and are expected to report, any conduct which violates the spirit and intent of this policy whether the conduct is aimed directly at them or others. Reports of harassing conduct shall be reported to the immediate supervisor, General Manager or Human Resources.

VI. Complaint & Reporting Procedure

- A. If an employee believes they have been the recipient of any harassing behavior, they should report it immediately to their immediate supervisor, manager, Human Resources or to the General Manager. The complaint should be made in writing; however, a verbal complaint may be made first, followed up by the written complaint. Furthermore;
1. An employee who believes that he or she has been subjected to harassment by anyone is encouraged, but not required, to promptly tell the person that the conduct is unwelcome and ask the person to immediately stop the conduct. A person who receives such a request must summarily comply with it and must not retaliate against the employee for rejecting the conduct. The District encourages, but does not require, individuals to take this step before utilizing the Complaint Procedure.
 2. If the supervisor or manager is the source of the harassing conduct, report the behavior to Human Resources or the General Manager. If the General Manager is the source of the complaint the report may be made to Human Resources or to the Chairperson of the Board of Commissioners
 3. A reporting employee's identity will be protected to the fullest extent possible and no retaliation shall be made against the person making the complaint or report. The District strictly prohibits any supervisor or manager to take any adverse action against any employee who truthfully reports a violation of this policy.
 4. As expeditiously as possible, after a complaint is made, Human Resources will begin an investigation of the complaint. This will involve meeting with the person making the complaint and speaking with possible witnesses.
 5. Depending on the complexity of the complaint and investigation, the investigation and any follow-up action should be completed as expeditiously as possible. All findings shall be in writing, and a copy provided to the General Manager.

VII. Management & Supervisory Responsibility

A. Each manager and supervisor has a responsibility to keep the workplace free of any form of harassment. They are also responsible for:

1. Reporting suspected harassment to the appropriate authority without delay;
2. Implementing the District policy on harassment;
3. Ensuring that all employees they supervise have knowledge of and understand the District policy;
4. Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with the policy;
5. Conducting themselves in a manner consistent with the policy.

VIII. Corrective Actions - Responses

A. When the investigation is complete, a determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused harasser. During the investigation, confidentiality will be preserved to the fullest extent possible without compromising the District's ability to conduct a good faith and thorough investigation. The person or employee carrying out the harassing behavior may have the following action(s) brought against them;

1. Written or verbal warning;
2. Requirement of training, education or individual awareness training to avoid or eliminate future harassing behavior or actions;
3. Transfer to another job or department, which may also result in reclassification of position and decrease of pay grade and pay;
4. Termination of employment;
5. Cancellation of contract, business or future contract award (if outside contractor or business associate of District) for District work or contracts.

- I. Policy Purpose: It shall be the District policy to limit the value, type and amount of any gifts or gratuities provided to employees by vendors, consultants, customers or other persons or corporations. This policy more specifically is intended to:
 - A. Prescribe standards of ethical conduct for all District employees with respect to gifts and gratuities.
 - B. Ensure that each District employee avoids any action, whether or not specifically prohibited, which might result in or create the appearance of special treatment, preference, influence or provide select benefits or gifts to one employee that may not be offered or available to all District employees.
 - C. Ensure that all employees avoid any situation where their personal interests could conflict with that of the District. It is vitally important that both the fact and appearance of conflicting interest is avoided.
- II. Scope and Applicability: This policy shall apply to all full time and part time employees of the District, including the General Manager. Similar policies may apply to Board of Commissioner members; however, those policies are found in the Board's Governance Manual.
- III. Definitions: Within this policy the following definitions shall apply;
 - A. Gift - Any item, service, discount, event, food, meal or thing which, if purchased by any other person, would have a replacement value of \$50 or more.
 - B. Gratuity - Any service or benefit provided to an employee, or his/her direct family member, which if purchased by any other person, would have a replacement value of \$50 or more.
 - C. For purposes of this policy campaign contributions made to an employee who is running for public office, and which contributions are received away from the District or after District working hours, are not gifts or gratuities.
- IV. Prohibited Gifts, Gratuities and Actions:
 - A. No employee shall solicit directly or indirectly any gratuity or gift, regardless of value, from any person who has, or could have, a contract, business interest, or other business dealing with the District.
 - B. No employee shall accept, directly or indirectly any gratuity or gift, regardless of value which is offered based upon any understanding or under circumstances that would reasonably indicate that the official action or judgment of the employee would be influenced thereby.
 - C. No employee shall accept, or benefit from repeated gifts, gratuities or actions from the same vendor, company or individual, which value individually is less than \$50, if the cumulative value of multiple small items exceeds more than \$50 over a six (6) month period. This includes payment of lunches or meals over this period, which may exceed a cumulative value of \$50.

Subject: GIFTS AND GRATUITIES

No. 53
Effective 4/30/2019
Supersedes 12/01/2013

V. Allowable Gifts, Gratuities and Actions:

- A. Notwithstanding the above prohibitions, employees may accept gifts or gratuities and gifts under the following circumstances:
1. The acceptance of gifts, gratuities, amenities, or favors based on obvious family or personal relationships (such as those between the parents, children, or spouse of a District Official) where the circumstances make it clear that it is those relationships rather than the business of the District, which are the motivating factor.
 2. The acceptance of meals, refreshments or entertainment, all of reasonable value and in the course of a meeting or other occasion the purpose of which is to hold bona fide business discussions, provided these expenses would be paid for by the District if not paid for by the other party as a reasonable business expense, the value of which shall not exceed two hundred dollars (\$200).
 3. The acceptance of advertising or promotional material of reasonable value such as pens, pencils, note pads, key chains, calendars, hats, and similar items.
 4. The acceptance of discounts or rebates on merchandise or services that do not exceed those available to the general public.
 5. The acceptance of civic, charitable, educational, or religious organizational awards, plaques or trophies for recognition of service and accomplishment. This shall also include contributions for fund raising events which the District has sanctioned or has contributed in-kind labor, and which contribution is for a non-profit, nationally recognized organization or charity.
 6. Admission to sporting events for which the invitation has been sent to numerous other utility companies or entities which are similar in nature to the District, or any entertainment event that has been scheduled as part of a conference seminar or training event, and not specifically held or carried only for a select employee, and to which any District employee could attend same event.
 7. Food or holiday baskets which are delivered directly to District offices or remote facilities, which items are addressed to the District or District employees in general, and which items are available to all District employees for consumption.
 8. Other than the cumulative prohibition in Section IV.C, this policy does not govern gifts and gratuities the value of which is not material or is of value less than \$50.

Subject: GIFTS AND GRATUITIES

No. 53
Effective 4/30/2019
Supersedes 12/01/2013

VI. Required reporting of gifts and gratuities:

- A. Each District employee shall report to the General Manager, or General Manager to the Chairman of the Board of Commissioners, any attempt by a person, company or corporation to give to an employee a gift or gratuity with a value of \$50 or more. Said reporting may be verbal, but must be made within 15 (fifteen) calendar days after the attempt is made. Said report shall describe the gratuity or gift and its value and the identity of the donor.

I. Policy

- A. General hours of work will be determined by the Supervisor. A Supervisor may change the employee's schedule in a workweek to reduce overtime, while still providing a 40 hour week. This rescheduling may be with a minimum notice and require the employee to taking additional time off during workweek.
- B. Overtime work is recognized as an abnormal condition and should be held to a minimum and requires approval of the employee's supervisor.
- C. In accordance with Federal Labor and Wage laws, overtime will be paid for all hours worked over 40 in a workweek.
- D. Overtime will be paid at the rate of 1.5 times the employee's regular hourly rate.

E. On-Call Premium

- 1. Employees assigned to On-call will be paid a premium of \$15.00 each day they are on-call. A day must be at least 8 hours of on-call. Any period less than 8 hours will be prorated based on the \$15.00 amount.
- 2. On-call employees must stay within a thirty minute response time to their primary work location. Employees must also carry their assigned cell phone or stay close to a phone in case they are called out.
- 3. Employees who are called back to work while on call will be paid based on current District policies. If the called back time causes the employee's total hours in the workweek to exceed 40 hours, they will be paid at the overtime rate. Time paid for a call back will include time on the phone with customers or other employees and travel to and from the work site.

F. Call-Back Premium

- 1. If a non-exempt employee is called back due to an emergency repair, they will be paid an additional amount equivalent to 1.5 hours of their regular hourly wage.
- 2. This premium applies to work related to emergency repairs, unscheduled emergencies, water sampling and or customer account activation or de-activation. If there is a question whether an employee should be called out after hours, the supervisor should make that final decision.
- 3. The call back premium does not add hours worked to that workweek, but the 1.5-hour equivalent premium is only a method to calculate the amount of pay. Actual time worked during the emergency call out will be added as time worked and may or may not be paid at the overtime rate, depending on how many total hours that the employee work in that workweek.

- G. Shift Differential Premium: If an employee's regularly scheduled shift is between the hours of 4pm and 8am, those shifts are eligible for a shift premium. The following rules and conditions will apply to the shift premium;

Subject: HOURS & SPECIAL PAY

No.	55
Effective	01/29/19
Supersedes	10/28/17

1. The shift premium rate is \$1.20 per hour for those hours worked between 4pm and 8am provided the employee has worked a minimum of four (4) hours during that timeframe.
2. If an employee works less than the four (4) hour minimum between 4pm and 8am they are not entitled to the shift premium.
3. Part-time and/or seasonal employees are not eligible for shift premium.

H. Out of Class Pay: Periodically, an employee will be required to perform duties of another employee, or their supervisor. This may be caused by a temporary vacancy, or extended medical leave of the supervisor or other employee. An employee will be paid for a different, higher pay grade under certain circumstances, which are;

1. Filling in for a supervisor, or another higher paid position, after they have already filled in for three (3) consecutive prior weeks. Out of class pay rate will begin on the first day of the fourth (4th) week.
2. While receiving out of class pay, a non-exempt employee would continue to be eligible to receive overtime, on-call and call out premium pay, while being required to perform the other job duties.
3. The employee's actual pay rate during the out of class period will be determined by the General Manager, depending on the additional duties, previous training and experience, and whether or not the employee must continue to perform their regular job. If the employee is filling in for the general manager, the pay rate will be set by the Board of Commissioners. If a vehicle is provided to take home for the supervisor position, the employee filling in may also be allowed to take home the vehicle, but would be responsible to pay any added income/benefit taxes. In no case would the temporary pay be less than the minimum pay grade for the higher level position being filled.
4. The employee duties and responsibilities during the out of class workweek(s) will be set by the General Manager and will be communicated to the employee at the beginning of the period they are asked to perform the other position duties.

Subject: HOLIDAYS

No. 60
Effective 04/30/19
Supersedes 01/29/19

I. Policy

- A. The following 11 (eleven) days are designated as official holidays with pay for all full-time District employees occupying regular positions, subject to the conditions listed under section II below:

New Year's Day	January 1
Dr. Martin Luther King Day	January 21
Good Friday	The Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Holiday	Fourth Thursday and Friday in November
Christmas Holiday	December 24 and 25

II. Holiday Pay

- A. All non-shift, full-time employees will receive 8 (eight) hours of holiday pay for the observed holiday.
- B. Shift employees will be scheduled to either have their observed holiday off, or work the holiday(s). If working a holiday, they will be provided a future day off subject to the supervisor's approval. If working the holiday the amount paid will be in accordance with this policy.
- C. If a shift employee does not work a holiday, the hours compensated for the holiday will be based on their scheduled shift period for that week.
- D. For shift employees, the maximum number of hours paid for their non-worked holiday, or their day off in lieu of working a holiday, shall not exceed 88 hours in a calendar year. Supervisors of shift employees will be required to keep a running record of all shift employee's holiday hours granted, scheduled and hours paid for holiday pay and submit summary to Accounting quarterly.
- E. For shift employees (such as treatment plant operators) the observed day will be the above listed days. For non-shift employees, if a holiday occurs on a Saturday, it will be observed on the Friday before and if the holiday occurs on a Sunday, it will be observed on the Monday after. The General Manager may elect to observe a different day than described herein if the normal day described adversely affects operations scheduling or is not in the customers' interest.

Subject: HOLIDAYS

No.	60
Effective	04/30/19
Supersedes	01/29/19

- F. Shift employees will also be required to sign an agreement stating they understand if they have been paid more holiday pay in a year, on the date of their employment separation, before the observed holidays actually occurred, and they leave employment for any reason, any holiday pay paid over the amount of the occurred number of holidays will be deducted from their final paycheck.
- G. Holiday pay is not considered time worked for the purposes of calculating overtime.

III. Holiday Premium

- A. Any hourly employee who works during the observed holiday will receive the holiday premium of 1.5 times their hourly rate for all hours worked.

IV. Seasonal/Part-time employee

- A. A seasonal or part-time employee will be paid their normal hourly rate of pay for working on a holiday.

I. Policy

The District provides a Paid Time Off (PTO) benefit to provide employees the opportunity to take time away from work without loss of compensation. PTO is an all-purpose time off policy for eligible employees that combines traditional vacation and sick leave plans into one flexible paid time off policy. Other paid leave policies are also provided under special circumstances. Upon the effective date of this policy, the previous Sick Leave and Vacation Leave policies no longer apply.

II. PTO leave will be given for all full-time employees normally scheduled to work forty (40) hours per week. For the purpose of this calculation, eight hours is considered one day. The hire anniversary date will be used to determine when the accrual rate changes. The follow tables provide the accrual rates for PTO:

A.

Employment Term	PTO Accrual Earned
Initial Hire to end of 12th Month (First Year)	10 Hours / Month 15 Days - 1st Year
13th Month to 24th Month (Second Year)	16 Hours / Month 24 Days - 2nd Year
25th Month and beyond (2 + years)	Base 24 Days Increases by 1.5 days at service anniversary to Maximum of 38 Days / Year

Year	Months of Service	Monthly accrual rate (Hours)	Annual amount of PTO (Days)
1	1-12	10 hours	15 days
2	13-24	16 hours	24 days
3	25-36	17 hours	25.5 days
4	37-48	18 hours	27 days
5	49-60	19 hours	28.5 days
6	61-72	20 hours	30 days
7	73-84	21 hours	31.5 days
8	85-96	22 hours	33 days
9	97-108	23 hours	34.5 days
10	109-120	24 hours	36 days
11	121-132	25 hour	37.5 days
12+	133+	25.33 hours	38 days

Subject: PAID TIME OFF (PTO)

No. 65
Effective 07/01/18
Supersedes 08/01/94

- B. Employees who are on leave without pay will not accumulate PTO leave for that pay period. New employees will only be paid for earned or accrued PTO. If an employee must take leave without pay, this leave must be approved in advance by the supervisor.
- C. PTO leave must be earned prior to an absence. Leave may not be borrowed from other employees, nor may an employee acquire a deficit leave status. Exceptions may be granted by the General Manager, in cases of emergencies or extenuating circumstances. Any such deficit will not exceed one-half of the employee's current yearly allotment of PTO leave. Once in a deficit leave position, no additional leave will be granted or taken until the employee's leave balance is positive.
- D. PTO leave may be used for personal reasons to include: vacation, employee's own illness, family member illness/death, school functions, etc.
- E. Advance notices, scheduling and approvals:
 - 1. Requests to take PTO or EIB leave ("leave") will be submitted to the employee's direct supervisor, using the District's automated time keeping and time off system. Requests for scheduled leave should be submitted and approved no later than the close of business a day prior to taking leave.
 - 2. All requests for leave are subject to supervisor's approval and do not guarantee that leave will be approved for dates requested. The leave schedule will be approved and determined on a department basis by the supervisor.
 - 3. If a heavy workload, emergency or absence of other employees causes the supervisor to postpone an employee's requested leave, the Supervisor will make every effort to reschedule the employee's leave as soon as practical.
 - 4. Requests to use leave will be processed in accordance with paragraph 1 above and normally at least twenty-four (24) hours prior to taking leave. In the event an employee is unable to give 24 hour notice the following procedure will be followed:
 - a. Employees will notify their supervisor or senior department person (if the supervisor is unavailable) of their absence at the earliest possible time, preferably before working hours, but in any event within the first working hour of each day.
 - b. Emails, text messaging or other forms of electronic messaging are unacceptable unless approved by supervisor.
 - c. If using an electronic method (other than talking directly) it shall be the employee's responsibility to have the approval request / approval confirmed from their supervisor. If no confirmation is provided, the employee must use an alternate method of notification, including calling their supervisor if needed.
 - d. Every effort will be made to cooperate with the wishes and needs of employees in determining assigned PTO leave periods. However, leave will not normally exceed two (2) consecutive weeks.
 - e. If a holiday falls within the approved PTO leave period, it shall not be charged against PTO leave. Employees in non-paid status during a holiday will not be eligible for holiday pay. PTO is not considered time worked for the purposes of calculating overtime.
 - f. Failure to provide notice may result in loss of leave benefits for that day, and may lead to disciplinary action up to and including dismissal.

Subject: PAID TIME OFF (PTO)

No. 65
Effective 07/01/18
Supersedes 08/01/94

5. If a holiday falls within the approved leave period, it shall not be charged against PTO or EIB leave.
 6. Employees who abuse PTO or EIB leave privileges and policies may be disciplined. Abuse of PTO or EIB leave privileges may lead to termination. When it is determined that an abuse has occurred, PTO or EIB hours will not be paid. Leave balances will be adjusted accordingly for any errors and/or abuses of leave.
- F. Unscheduled or Excessive use of PTO may be grounds for disciplinary action and will be reviewed on a case by case basis. When an employee's absences are such that the General Manager has reasonable grounds to believe that an abuse exists, the employee may be required, regardless of the duration of the absence, to submit a satisfactory doctor's certificate or affidavit indicating the specific cause of the absence and its duration before such absence may be charged against the employee's accumulated PTO balance.
1. Reasonable grounds for a determination of abuse include a pattern of numerous one-day unscheduled absences throughout the year, particularly if leave is frequently taken on Mondays or Fridays; A day before or after a scheduled holiday; frequency of absences; low to zero accumulated PTO balance; taking days off on predictable and heavy work load days (a billing due date, shut off day, planned field service repair, others), and other patterns of abuse.
 2. Disciplinary action, up to and including termination, may be recommended by the supervisor when an employee's attendance continues to be unsatisfactory and is affecting scheduling of adequate personnel for operations and customer service.
- G. Unused PTO leave may be carried forward from at the employment anniversary date up to a maximum of thirty (30) work days (240 hours). Hours in excess of PTO carryover (240 hours), at the beginning of the next employment anniversary date, will be deposited into the Extended Illness Bank (EIB).
- H. If an employee is dismissed or resigns during the first six months (180 days) of employment, PTO hours are forfeited and there would be no payment for unused PTO hours.
- I. When an eligible employee terminates employment, except for involuntary terminations, employees may be paid for a portion of their unused PTO leave and a portion of the EIB (Extended Illness Bank) balance based on their years of service completed on the termination date. This payout is contingent on the employee providing two weeks notice to their supervisor, and working those last two weeks. The following table shows the percent of unused PTO and EIB that would be paid out on the termination date:

Years Completed	Percent EIB Paid Out	Percent PTO Paid Out
1 st Year Through 5 th Year	0%	100% (Maximum of 30 Days)
6 th Year Through 9 th Year	5%	
10 th Year Through 15 th Year	10%	
16 th Year Through 20 th Year	15%	
21 st Year Through 25 th Year	20%	
26 th Year and Above	25%	

Subject: PAID TIME OFF (PTO)

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Effective 07/01/18
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- J. The maximum number of days paid out for PTO would be 30 days (same as maximum carry over amount) and the maximum EIB would be a percent of 30 days (120 days x 25%) regardless of the actual balance of EIB hours on the separation date.
- K. In the event of an active employee's death, payment of all unused PTO will be made to his or her estate. In addition, payment of unused EIB up to a maximum of 480 hours will be made to his or her estate.

III. EXTENDED ILLNESS BANK (EIB): The District maintains an Extended Illness Bank (EIB) replacing the employee's prior unused sick leave balance for all eligible employees. The ending balance of hours in the EIB plan will be carried forward at the end of an employment anniversary to the next year without limitation.

- A. At the end of each employment anniversary hours in excess of the maximum PTO carryover (30 days, 240 hours) will be deposited into each individual employee's EIB.
- B. There is no limit on the total amount of hours that may be kept in the EIB, however there is a limit or maximum of the EIB balance that will be paid out upon employment separation and / or employee death. (See table in section II. J.)
- C. The EIB may be used by the employee to cover an absence, for an employee's own illness, doctor's visits for the employee, or accident of the employee. Approval of all EIB usage is subject to management approval. EIB hours may not be used for the illnesses of other family members or for reasons other than illness or injury of the employee. Doctor certification may be required. All other leaves must use PTO hours.
- D. There is no limit on the number of scheduled absences per year for which employees may use EIB hours, provided the employee has sufficient hours in EIB to cover the absence and the employee provides any required documentation in a timely manner. (Refer to section II. E. 6 for possible limitations due to abuse of EIB leave).
- E. PTO & EIB RULES GOVERNING EXEMPT EMPLOYEES: Appropriate supervisory notification and approval is required if an exempt employee leaves after working for some portion of the day. Partial absences of four (4) or more hours will be charged against PTO or EIB as applicable.
 - 1. Exempt employees are not required to take PTO or EIB for partial day absences of less than four (4) hours unless the absence is for a FMLA qualified condition.
 - 2. If a partial day absence is for a FMLA qualified absence, the time will be deducted from the exempt employee's PTO and/or EIB (if applicable) balance. If the exempt employee has exhausted their PTO and/or EIB then the exempt employee may take leave without pay, as determined by the supervisor.
 - 3. If an exempt employee has a full day absence for a non-FMLA qualifying event and has exhausted their PTO and/or EIB (if applicable) their salary will be reduced for each full day absence. The exempt employee may also receive disciplinary action for excessive absences resulting in a low to zero PTO and/or EIB Balance.

Subject: LEAVES OF ABSENCE

No. 70
Effective 01/29/19
Supersedes 04/01/14

1. Purpose: As a public utility that provides a life sustaining product, District customers expect employees to be available even under adverse conditions. The District will make every effort to maintain normal work hours during inclement weather or other disaster events. As a condition of employment, all District employees are expected to work at their assigned times and schedules regardless of weather conditions or other events that may affect travel to work.

It is recognized that certain events may prevent employees from reporting to work or cause some to report late, or require others at work to depart earlier than scheduled. The General Manager and Chairman of Board of Commissioners will determine appropriate emergency closures and compensation based on the following procedures.

2. Procedure:
 - a) The General Manager, after agreement of the Chairman or his/her alternate, will be responsible for all decisions regarding emergency changes in work hours and/or closures. This authority has been approved by the Board of Commissioners, who may change this policy at will.
 - b) If closure is ordered, the General Manager and other supervisors and department managers will decide what, if any, essential personnel need to report to work during the closure. Essential employees may be transported to their work location by others, Police or Fire or other emergency official, but also may be required to use their own means to travel to work.
 - c) Non-essential employees will be contacted by phone (or other public communication method or media) prior to the normal opening hour to be notified that District offices will be closed. Notification will be made each day, and only if notified are employees allowed to stay home and are not required to come to work.
 - d) On days when weather conditions worsen as the day progresses, the District may decide to close early or open late. In such cases, a decision and an announcement will be made through all supervisors and department managers. Employees will be expected to remain at work until the appointed closing time, unless their day ends prior to that time, or they receive permission from their Department head to do otherwise. If an employee elects to leave early or arrive late when such a closure has not been declared, the employee will be charged PTO or if none available, may be required to be on leave without pay, in accordance with other District compensation policies.
3. Compensation: When an employee is ordered not to report to work, or, must remain at work after working hours by authorized action as described above, such absence is considered to be with pay and not charged to any accrued leave balances. Compensation levels during a closure event shall be as follows:
 - a) Employees who had already scheduled to take PTO or EIB leave on a closure day will still have to use those leaves. Prior scheduled or requested paid leave will be assessed for full day of normally scheduled work. For example, if work day is shortened two hours by weather conditions, an employee home sick will still be assessed eight hours EIB leave. If leave is not available, leave will be recorded as non-paid.
 - b) Employees who are required to work additional time past their scheduled shift may be compensated under provisions of Wage and Labor laws for overtime if applicable, or other District policies regarding overtime pay.

I. Leaves With Pay

A. Civic Duty (jury duty, trial witness, voting)

1. Jury duty or witness service—full pay plus retain jury pay or witness fee—with notification to the Supervisor.
2. Registered voters at national, state and local elections will, when necessary, be allowed time off to vote—full pay—with approval of the Supervisor.

B. Military Leave

1. A military leave of absence may be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.
2. With official military written notification given to the employee's supervisor before the start of their leave, Reservists or National Guard participating in annual training duty will receive up to 15 working days in a calendar year. The District will make up the difference in the amount received from the military unit and from the employee's normal, base District pay (if military pay is less) – with official military written notification. Additional leave will be unpaid; however, employees may use any available paid time off for the absence.
3. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. PTO will continue to accrue during a military leave of absence.
4. Employees should apply for reinstatement in accordance with USERRA and all applicable state laws. Employees returning from military leave will be placed in the position the employee would have attained had the employee remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. The employee will be treated as though continuously employed for purposes of determining benefits based on length of service.
5. Employers should contact Human Resources for more information or questions about military leave.

C. Death of immediate family member (Bereavement)

1. Definition of immediate family member: Spouse, Father, Mother, Sister, Brother, Children, Stepchildren, Grandfather, Grandmother, Grandchild, Father-In-Law, Mother-In-Law, Son-in-Law, Daughter-in-Law.
2. Death of immediate family member—Full pay for up to (3) three days—with notification to Supervisor.
3. If an employee leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave.

D. Emergency Closure / Compensation

Subject: LEAVES OF ABSENCE

No. 70
Effective 01/29/19
Supersedes 04/01/14

- c) Essential personnel that are required to work during a closure event will be paid an emergency closure premium of 1.5 times their regular hourly wage. The General Manager will specify the exact hours of the closure that qualify for this premium. For example, if the hours are from 8am to 5pm anytime worked during these hours qualifies for the emergency closure premium. The only exception would be for those employees who work from home. Those hours would not qualify for the emergency closure premium.
- d) Exempt employees who work during a closure event may or may not be granted future paid administrative leave as compensation.
- e) Any absence due to an employee's personal circumstances (weather-related or otherwise) shall be charged to available leave or shall be unpaid.
- f) Employees who are not directly affected by the conditions warranting closure, or who are not scheduled to work during such times, shall not accrue any right to additional compensation or not be compensated in any manner for any absence that may be authorized for the employees directly affected.

II. Leaves Without Pay

A. Unpaid Leave for less than 30 calendar days:

- 1. Up to 5 work days leave may be granted by Supervisor if accrued PTO and/or EIB days are depleted.
- 2. Over 5 days leave may be granted by recommendations of Supervisor and approval of General Manager and Commissioners of the District if accrued PTO and/or EIB days are depleted.

B. Employee on unpaid leave of absence for more than 30 calendar days

- 1. Will pay their normal share, if any, group insurance premiums
- 2. Will not accrue PTO, emergency leave benefits and continuous service
- 3. Will not be paid for holidays occurring during the leave.

III. Reinstatement

- A. Except for Reservist, National Guardsman annual training leave or FMLA, the District does not guarantee that an employee returning from leave without pay for more than 30 days will be returned to their former job or to a comparable job.
- B. An employee returning from PTO and/or EIB leave may be required to furnish medical proof acceptable to the District that they are physically able to return to full work duties if the leave was for the employee's own medical condition.

I. Policy

- A. Upon hire, Hardin County Water District No. 1 (the Company) provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act (FMLA).
- B. The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.
- C. If you have any questions, concerns or disputes with this policy, you must contact Human Resources.
- D. General Provisions - Under this policy, the Company will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees who request and are entitled to FMLA leave. The leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.
- E. Hardin County Water District No. 1 will not interfere with an employee's FMLA rights. Hardin County Water District No. 1 will not retaliate against anyone for using or trying to use FMLA leave, or for opposing any practice made unlawful by FMLA, or for being involved in any proceeding under or related to FMLA. Although Hardin County Water District No. 1 encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the Human Resources Department, you have the right to file a complaint with the U.S. Department of Labor Wage and Hour Division or to bring a private lawsuit for violations of this law. FMLA does not affect any federal or state laws prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family and medical leave rights. Unless otherwise required by law, any leave taken pursuant to a state or local law similar to FMLA shall run concurrently with FMLA leave.

II. Eligibility

- A. To qualify to take family or medical leave under this policy, the employee must meet the following conditions:
 - 1. The employee must have worked for the Company for at least 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the Company's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2. The employee must have worked at least 1,250 hours for Hardin County Water District No.1 during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
3. The employee must work in a work site where 50 or more employees are employed by the Company within a 75 mile radius of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

III. Type of Leave Covered

- A. To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:
 1. The birth of the employee's child or placement of a child with the employee for adoption or foster care.
 2. To bond with a child during the 1st year following its birth or placement for adoption or foster care.
 3. To care for the employee's spouse, child or parent who has a serious health condition (described below).
 4. The employee's own serious health condition that makes the employee unable to perform his/her job (described below).
 5. Qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child or parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12 month period to care for the service member's serious injury or illness ("military caregiver leave"). Note that the 26 weeks will be reduced by the amount of FMLA the employee has used for any other covered reason.
- B. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.
- C. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of more than three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.
- D. Employees with questions about what illnesses are covered under this FMLA policy or under the Company leave policy are encouraged to consult with Human Resources.

- E. The Company may require the employee to provide a doctor's certification of a serious health condition.
- F. If an employee takes paid leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.
- G. An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the Company and employee agree, including agreement on timing and duration of the leave.
- H. Covered active duty means:
 - 1. In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
 - 2. In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).
 - 3. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.
 - 4. Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.
 - 5. An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take leave to care for that service member.
 - 6. Next of kin is defined as the closest blood relative of the injured or recovering service member.
- I. The term covered service member means:
 - 1. A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

2. A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.
- J. The term serious injury or illness means:
1. In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
 2. Outpatient status, with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- K. In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by a covered service member in the line of duty on active duty may render the service member medically unfit to perform the duties of his or her office, grade, rank or
- L. Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.
- M. In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.
1. A "son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
 2. A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."

3. The "next of kin of a covered service member" is the nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered service member pursuant to § 825.122(j).

IV. Amount of Leave

- A. An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The Company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.
- B. An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the Company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.
- C. If both spouses work for Hardin County Water District No. 1 and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a "parent in law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If both spouses work for Hardin County Water District No. 1 and each wishes to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of 26 weeks of leave.

V. Employee Status and Benefits during Leave

- A. While an employee is on leave, the Company will continue the employee's health, dental, vision, basic life insurance and long-term disability insurance during the leave period at the same level and under the same conditions as if the employee had continued to work.

- B. Flexible Benefits will continue while an employees is on paid leave. If an employee is on unpaid leave, Flexible Benefits, except for any 401A and/or FSA contribution will continue so long as the employee continues to pay their share of premiums. Upon return to paid status the FSA contribution will be adjusted in order to meet their annual election amount. This may require an adjustment to other Flexible Benefit payments.
- C. If an employee is on unpaid leave and will miss Flexible Spending Account (FSA) and/or Dependent Care Assistance (DCA) contributions upon return to paid status the FSA and/or DCA contribution amount will be adjusted in order to meet their annual election amount.
- D. County Employees Retirement System (CERS) and/or Deferred Compensation contributions will continue if leave is paid. During unpaid leave, contributions to CERS and/or Deferred Compensation cannot continue since those are only done through payroll deduction.
- E. If the employee chooses not to return to work for reasons other than the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member or a serious injury or illness of a covered service member, or a circumstance beyond the employee's control, and/or does not stay for 30 calendar days following restoration to the employee's position, the Company may require the employee to reimburse the Company the amount it paid for the employee's insurance premium during the leave period.
- F. While on paid leave, the Company will continue to make payroll deductions to collect the employee's share of the premium, when applicable. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Accounting Department by 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The Company will provide 15 days' notification prior the employee's loss of coverage.

VI. Employee Status after Leave

- A. An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. Failure to supply this certification may result in denial of reinstatement until the employee provides the certification. Upon return from FMLA, most employees will be restored to the same job or one nearly identical to it, with equivalent pay, benefits and other terms and conditions of employment. The company may choose to exempt certain key employee's from this requirement and not return them to the same or similar position.
- B. If an employee fails to return to work by the previously agreed upon date, in absence of further communication, they will be considered to have resigned from their position.
- C. Termination of employment may occur if the employee is unable to perform one or more of the essential functions of the position, with or without reasonable accommodation after the leave is over.

VII. Use of Paid and Unpaid Leave

- A. Employees will be required to use any accrued EIB (in certain cases) and/or PTO before taking unpaid leave under this policy.

- B. If an exempt employee has exhausted all of their EIB (in certain cases) and/or PTO their salary may be reduced for any hours taken as FMLA.
- C. Family and medical leave will run concurrently with any applicable paid time off such as EIB (in certain cases) and/or PTO while on family and medical leave.
- D. Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

VIII. Intermittent Leave or a Reduced Work Schedule

- A. Subject to medical necessity and other lawful considerations, an employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).
- B. The Company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.
- C. For the birth, adoption or foster care of a child, the Company and the employee must mutually agree to the schedule before the employee make take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.
- D. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's business. If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the Company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.
- E. Employees should follow the company's standard call in procedures when reporting an absence or a tardy under this policy. The employee must ensure they call-in no later than 60 minutes after the beginning of the shift. Employees who do not comply with this procedure, and who do not have a justifiable excuse for failing to comply, may have their leave request denied.

IX. Certification for FMLA Leave

- A. The Company will require certification to support an employee's request for FMLA leave. The employee typically must provide certification within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

X. Certification Forms Should be Filled out Completely

- A. Employees do not have to share a medical diagnosis with us, but must provide enough information to allow us to determine whether the requested leave qualifies for FMLA protection.
- B. For serious health conditions, the certification forms require such information as: the date when the condition began, its expected duration and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or statement that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and that the employee's presence would be beneficial or desirable.
- C. If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity, where appropriate, for taking intermittent leave or working a reduced schedule.
- D. An employee must inform the company if requesting leave for a reason for which FMLA was previously taken or certified.

XI. Second and Third Opinions on Serious health Conditions

- A. The Company has the right to ask for a second opinion if it has reason to doubt the certification. The Company will pay for the employee to get a certification from a second doctor, which the Company will select. If necessary to resolve a conflict between the original certification and the second opinion, the Company may require the opinion of a third doctor, and the Company will pay for the opinion. The third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

XII. Recertification

- A. The Company may require recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the Company receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

XIII. Procedure for Requesting FMLA Leave

- A. All employees requesting FMLA leave must provide Human Resources with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, Human Resources will provide the employee with the DOL Notice of Eligibility and Rights.
- B. When the need for the leave is foreseeable, the employee must provide the Company with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with The Company usual and customary notice and procedural requirements for requesting leave.

XIV. Content of the Notice

- A. In all circumstances, when giving notice of the need for leave, the employee must provide sufficient information for the Company to determine if the leave qualifies for FMLA protection, and must state the anticipated timing and duration of the leave.
- B. Sufficient information includes, but is not limited to, information showing that: the employee is unable to perform one or more job functions; that the family member is unable to perform daily activities; that hospitalization or continuing treatment by a health care provider is needed; or that demonstrates circumstances that would support the need for military family leave.

XV. Failure to Give Notice

- A. Employees who fail to provide sufficient notice may have their FMLA leave delayed or denied.

XVI. Designation of FMLA Leave

- A. Within five business days after the employee has submitted the appropriate certification form, and Human Resources has received sufficient information to make a determination as to whether the leave is FMLA-qualifying, it will inform the requesting employee whether the leave will be designated as FMLA-protected, and, if so, of the amount of leave that will be counted against the employee's leave entitlement.
- B. If the leave is not determined to be FMLA-qualifying, Human Resources will provide the employee with a written response to the employee's request for FMLA leave.

XVII. Intent to Return to Work from FMLA Leave

- A. The Company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.
- B. If a situation arises that is not covered in this policy or a presents a conflict, the Company will defer to the FMLA to determine how to proceed.

XVIII. Fraud

- A. Providing false or misleading information or omitting material information in connection with an FMLA leave may result in disciplinary action, up to and including termination.

XIX. Outside Employment/Activities

- A. While on leave an employee may not engage in activities (including employment) which have the same or similar requirements and essential functions of the employee's current position. Violation of this requirement may result in disciplinary action, up to and including termination.

Subject: LACTATION POLICY

No. 72
Effective 07/30/2019
Supersedes 10/31/2017

I. Policy Background

- A. The Patient Protection and Affordable Care Act and the KY Pregnant Workers Act requires employers to provide unpaid, reasonable break times for an employee to express breast milk after her child's birth.
- B. In compliance with this requirement, the District will accommodate employees through the following policy;

II. Policy

- A. Any employee who is breastfeeding her child will be provided break times to express breast milk for her baby.
- B. The employee will be provided a functional space, shielded from view and free from intrusion by co-workers and the public, which is not a bathroom, for purposes of expressing milk.
- C. All women who breastfeed their children, and who need to express milk during the working day will work with their supervisor and Human Resources to determine how best to accommodate the needs of the mother while still accomplishing the performance of their jobs.
- D. Lactation breaks are to run concurrently with break time already provided. In unusual circumstances, should an employee need to take more than two breaks during the work day to express milk, or should she need more time than the established break period to express breast milk, the employee and her supervisor will work together to develop a plan.

I. Purpose

- A. The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.
- B. It is the policy of Hardin County Water District No. 1 to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, termination, compensation, training or other terms, conditions and privileges of employment.

II. Procedures

- A. When an individual with a disability requests an accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.
- B. Hardin County Water District No. 1 will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to Hardin County Water District No. 1. Contact Human Resources (HR) with any questions or requests for accommodation.
- C. All employees are required to comply with the company's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.
- D. Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.
- E. The General Manager is responsible for implementing this policy, including the resolution of reasonable accommodation, safety, direct threat and undue hardship issues.
- F. Employees or applicants with disabilities may request reasonable accommodations regardless of title, salary or employment status. This request should be made by the

employee in writing to their supervisor or Human Resources. The request does not have to be requested at the beginning of employment. However, a reasonable accommodation request will not cancel out any prior performance improvement or disciplinary actions.

III. Identifying Need

A. Upon receiving the reasonable accommodation request, Human Resources will meet with the employee to conduct an informal, interactive discussion. The discussion will include the following steps:

1. A review of the employee's job description or job announcement delineating the essential functions from the marginal or auxiliary functions.
2. A determination of how the employee's disability limits their ability to perform the essential functions of their job in order to identify the employee as a qualified individual with a disability.
3. Identify potential accommodations and assessment of the effectiveness of such accommodations on the employee's job performance.
4. Identification of the type of accommodation needed. The Job Accommodation Network may be contacted for assistance in making this assessment.
5. The employee's preference of accommodation will be considered. The District has the right to select among the alternatives available, as long as they are effective.
6. Selection and implementation of the effective reasonable accommodation by the District will occur as soon as possible. Human Resources will continue to communicate with the employee to discuss timelines for obtaining the accommodation and any possible delays.

IV. Medical Documentation and Confidentiality

- A. If the disability is not obvious and there is no other medical information already on record for the employee, the District may require the employee to provide documentation from a physician or other medical professional concerning the existence and extent of the disability.
- B. The employee's medical information will be maintained in a separate confidential file. Any information regarding the employee's condition will only be made available on a need to know basis.

V. ADA Determination

- A. After meeting and reviewing medical documentation, Human Resources will determine whether the employee is a qualified individual with a disability and develop a reasonable accommodation plan for the employee.
- B. The plan will:

1. State whether the employee is a “qualified individual with a disability” as defined by the ADA.
2. Outline the employee’s essential job functions needing accommodation.
3. Recommend types of accommodation.
4. Determine whether any accommodations causes an undue hardship or poses a direct threat.

VI. Types of Reasonable Accommodation

- A. Accommodation will be determined on a case-by-case basis. Human Resources will work closely with the employee and supervisor to ensure that reasonable accommodation is provided and effective.
- B. The employee’s preference of accommodation will be considered. The District has the right to select amount the alternatives available, as long as they are effective.
 1. Some accommodations cost little or no money. Changes may include support from supervisor, additional time to complete assignments or small changes in worksite setup.
 2. Some accommodations are technologically simple and easily achieved in most offices. Examples: accessible door handle, magnifier, additional lighting.
 3. Accommodations requiring advances or sophisticated devices may take more time and expense to achieve. Examples: screen reading software, CCTV, speech synthesizer.

Within 90 days after the accommodations have been provided, Human Resources will assess the effectiveness of the accommodations in enabling the employee to perform the essential functions of the job. Additional accommodations or changes to the existing accommodations may be considered.

VII. Terms Used in This Policy

- A. As used in this ADA policy, the following terms have the indicated meaning:
 1. Disability: A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
 2. Major life activities: Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
 3. Major bodily functions: Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal,

special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine, Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed “mental retardation”), organic brain syndrome, emotional or mental illness and specific learning disabilities.

4. **Substantially limiting:** In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these type of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.
5. **Direct threat:** A significant risk to the health, safety or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.
6. **Qualified individual:** An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.
7. **Reasonable accommodation:** Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examination, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
8. **Undue hardship:** An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:
 - a) The nature and cost of the accommodation.
 - b) The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
 - c) The overall financial resources of the employer, the size, number, type and location of facilities.
 - d) The type of operations of the company, including the composition, structure and functions of the workforce; administrative or fiscal

Subject: AMERICANS WITH DISABILITIES ACT (ADA)
AND THE AMERICANS WITH DISABILITIES
AMENDMENTS ACT (ADAAA)

No. 73
Effective 03/26/19
Supersedes 08/01/94

relationship of the particular facility involved in making the
accommodation to the employer.

9. Essential functions of the job: Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

I. Policy

- A. Timely attendance at work is important for the efficient operation of Hardin County Water District No. 1. This policy establishes guidelines and the expectations of employees regarding their attendance and timeliness for reporting to work.
- B. The District recognizes that unplanned time away from work will be necessary. This policy sets forth the expectations for attendance, communication requirements, and establishes disciplinary action for unsatisfactory attendance.

II. Important Definitions

- A. A scheduled absence is an absence scheduled in advance that has been approved by the supervisor.
- B. An unscheduled absence occurs when an employee is unavailable for work as scheduled and such time off was not approved at least 24 hours in advance.
- C. An excused absence is an unscheduled absence that may be considered excused if the employee provides proper and timely notification deemed satisfactory to the supervisor and the employee has sufficient PTO/EIB to cover the absence.
- D. An unexcused absence is an unscheduled absence that a supervisor says is not excused. An absence is unexcused based on a decision made by a supervisor or the employee does not have sufficient PTO/EIB to cover the absence.
- E. Excessive absenteeism is too many unscheduled absences.
- F. Tardy is any time an employee fails to be at their work area more than five (5) minutes past their scheduled start time, as well as returning late from lunch or break.
- G. Excessive tardiness is defined as three or more instances of lateness in a calendar month. Beginning with the third tardy the supervisor will decide whether to excuse or unexcused the reason for the tardy. Unexcused tardies will result in disciplinary action.

III. Supervisor Notification Procedure

- A. Should an employee need to be absent or late reporting to work, it is the employee's responsibility to notify their supervisor or senior department person (if the supervisor is unavailable) of their absence at the earliest possible time, preferably before working hours, but in any event within the first working hour of each day. Employees are required to report in on a daily basis when absent (this is not required for employees on an approved continuous leave of absence).
- B. Emails, text messaging or other forms of electronic messaging are unacceptable unless allowed by the supervisor.
- C. At the time of notification, the employee must inform their supervisor when an absence is due to a documented/approved leave of absence (e.g. Military Leave, FMLA, jury duty, bereavement) in order to ensure appropriate tracking of leave utilization and absenteeism.

- D. An employee who fails to call-in and report to work as scheduled (No-Call/No-show) for either three consecutively scheduled or three non-consecutive work days during the previous 12 months will be viewed as having resigned from their position. In addition, PTO/EIB will not be paid for No Call/No Show absences.
- E. Incidents of not following the notification procedures, including No-Call/No-Show, will be addressed in accordance with the Disciplinary Action policy.
- F. Attendance will be monitored on a regular basis and unsatisfactory attendance will be addressed in a timely and consistent manner. If the employee demonstrates a pattern or practice of absenteeism or tardiness in an attempt to circumvent the policy or fails to begin work as scheduled, disciplinary action up to and including termination may be taken. Examples of such practices are: an employee consistently calls in on a Friday or Monday, the employee consistently calls in for two consecutive days off or is not at their assigned work area ready to begin work.

IV. Absences

- A. Every employee may have up to four unscheduled absences within a rolling twelve month period. One day of absence will be considered as one absence. A second day of absence is considered a second absence, and so on. If, however, a physician releases the employee from work in writing, the entire time of absence is only counted as a single absence.
- B. Beginning with the fifth unscheduled absence the supervisor will determine whether to excuse the absence. If the unscheduled absence is excused there will not be any disciplinary action taken.
- C. However, if the supervisor determines the absence is unexcused and provided there have been no other violations of District policy within the past twelve months, the disciplinary action schedule for employees is as follows:
 - 1. The first unexcused absence within a twelve month period will result in a verbal warning.
 - 2. The second unexcused absence within a twelve month period will result in a written warning.
 - 3. The third unexcused absence within a twelve month period will result in an unpaid suspension.
 - 4. The fourth unexcused absence within a twelve month period will result in termination.
- D. For situations involving any action beyond a verbal warning, the supervisor should consult with Human Resources.
- E. Timely and regular attendance is a performance expectation of all Hardin County Water District No. 1 employees. Consequently, those employees who have exhibited unsatisfactory attendance which resulted in disciplinary action during the course of the year will have the behavior documented in their annual evaluation.

V. Failure to Clock in/out

- A. Keeping an accurate account of the hours that an hourly employee works is an important part of their job. We are required by both State and Federal wage and hour laws to maintain an accurate recording of time worked for all hourly employees. Therefore, all hourly employees are required to record their actual hours worked. A missed clock in/out is a violation of this policy and includes:

1. Failure to clock in/out at the beginning and or end of their shift;
2. Failure to clock in/out for their meal break;
3. Failure to accurately report time worked;
4. Clocking in/out early (or late) without prior approval;
5. Employees who are called-out after their normal work hours are not subject to the missed punches provisions of this section as long as their call-out hours are accounted for on their timesheet.

B. Failure to properly clock in/out will be counted in the same manner as a tardy, i.e., three or more missed punches in a calendar month is considered excessive. Beginning with the third missed punch the supervisor will decide whether to excuse or unexcused the reason for the missed punch. Unexcused missing punches will result in disciplinary action.

VI. Holidays

A. If an employee calls out of work the day before, the day of, or the day after a holiday, the supervisor will review the circumstances of the absence. Based on this review, the supervisor has the discretion to determine whether to count the absence as a regular unscheduled absence or go directly to issuing a Written Warning for the holiday-related call out. If an employee has received disciplinary action during the previous twelve months the supervisor may progress to the next level of discipline. The supervisor should consult with Human Resources prior to taking any disciplinary action.

Subject: PREGNANCY ACCOMMODATION POLICY

No. 75
Effective 07/30/19

I. Policy Background

- A. This policy is governed by the Pregnancy Discrimination Act, The Americans with Disabilities Act, the Family and Medical Leave Act and the KY Pregnant Workers Act.
- B. In compliance with these requirements, the District will attempt to accommodate the employee provided the accommodation is reasonable and would not create an undue hardship on the District.

II. Policy

- A. If an employee needs a temporary change to how, when or where she works due to pregnancy, childbirth, or related medical condition(s) she may request an accommodation under this policy.
- B. The District will engage in a timely, good-faith interactive process with the employee to determine effective reasonable accommodations. These may include:
 - More frequent or longer breaks
 - Time off to recover from childbirth
 - Acquiring or modifying equipment
 - Temporary transfer to a less strenuous or less hazardous position
 - Job restructuring
 - Light Duty
 - Modifying work schedules
 - Providing a private space, not a bathroom, for expressing breast milk
- C. Requests for accommodation may be made to either the employee's supervisor or Human Resources. A request for accommodation should include an explanation of why an accommodation is needed, which may include any physical limitations or risks the employee faces in their job, or a description of the difficulties they are having with one or more aspects of their job. The request may also include a description of the accommodation they are seeking. A request should also include the date when the accommodation will become necessary and the expected duration of the need for the accommodation.
- D. Once an employee has requested an accommodation, the employee, supervisor and Human Resources will discuss the particular needs and the ways in which it can be met reasonably and effectively.
- E. If the accommodation is not reasonable or would create an undue hardship, the supervisor and/or HR may ask the employee for other possible accommodations or may suggest other accommodations themselves.
- F. Employees are reminded that although they may be entitled to an accommodation, they may not be entitled to a particular accommodation or even their preferred accommodation
- G. Approved accommodations will be implemented as quickly as possible.
- H. If the request is denied the employee will be given an explanation of the denial.

- I. Policy
 - A. All employees of Hardin County Water District No. 1 are provided benefits under the Workers' Compensation Act in the event of a job-related injury or illness. Benefits include: payment of medical expenses, compensation for lost time, permanent disability benefits, and death benefits as applicable.
 - B. The District's Workers' Compensation insurance carrier may be involved in investigating the accident and they are responsible for determining compensability and performing various functions related to handling of claims. This includes authorization of medical care providers and issuing benefits to employees based on lost work time and permanent impairment related to the covered injury/claim as required by Kentucky Workers' Compensation Law.
 - C. It is a crime for any person to intentionally defraud any insurance company by filing a claim containing any materially false information. It is also a crime for any person to purposely mislead involved parties or conceal information concerning any fact relating to a workers' compensation case.
- II. Procedure: Reporting a workers' compensation injury.
 - A. Employee Responsibilities
 - 1. Immediately – Notify your supervisor. Your supervisor will assess the situation and assist with arranging proper medical care.
 - 2. Complete the Employee Accident Statement. (see the Accident Investigation Program)
 - 3. Failure to notify your supervisor within 24 hours could result in denial of benefits along with disciplinary action for failure to timely report an injury or illness.
 - 4. Promptly cooperate with your supervisor, Safety Officer, Human Resources and the Claims Administrator in the completion of all relevant documents.
 - B. Supervisor Responsibilities
 - 1. Immediately – Assess the incident and assist the employee in seeking appropriate medical care or necessary treatment for any work-related injury. If an injury is a potential life-threatening emergency, call 911.
 - 2. For all other injuries or illnesses the employee should be directed to the Occupational Health Clinic.
 - 3. If the injury/illness takes place outside of normal business hours, the employee should be directed to the nearest Urgent Care Center or Emergency Room.
 - 4. If the employee refuses medical care they should sign the Workers' Compensation Refusal of Medical Treatment or Observation Form.
 - 5. If the employee receives medical care they should identify themselves as a HCWD1 employee who has been injured on the job. Hospital or medical personnel should be advised to call the District's Workers' Compensation carrier.
 - 6. The Workers' Compensation carrier will provide the employee with:
 - a) *Form 106 (Medical Waiver and Consent)*
 - b) *Form 113 (Notice of Designated Physician)*

7. Report the injury to the District's Safety Officer and Human Resources. Assist with completing the forms and procedures in the Accident Investigation Program.
8. Within three (3) working days complete the First Report of Injury Form (IA-1). Submit the completed form to the Safety Officer.

III. Medical Care

- A. An employee who sustains a compensable injury or disease is entitled to immediate and continuing medical treatment at the expense of the District. An employee should not use their health insurance when they are seeking treatment under workers' compensation. The District shall pay for the cure and relief from the effects of an injury or occupational disease as may be reasonable and necessary at the time of the injury and thereafter during disability. This treatment includes:
 1. Medical
 2. Surgical and hospital treatment
 3. Nursing
 4. Medical supplies, surgical supplies and appliances
- B. Requiring employees to make co-payments for treatment of work-related injuries is unlawful.
- C. The District's current Workers' Compensation carrier uses a managed care program for medical care therefore the employee must designate a treating physician from the plan by completing Form 113 (Notice of Designated Physician). For information regarding participating physicians employees may call the Workers' Compensation Carrier.
- D. Absence from work due to a job-related injury or illness is considered to be a serious health condition for the purpose of applying for Family and Medical Leave (FMLA). If the employee is eligible for FMLA, the time away from work up to 12 work weeks should be credited to the employee's FMLA entitlement.

IV. Return-To-Work

- A. The employee returns after medical appointment with Report of Medical Status (RMS). Supervisor and employee review the information on the RMS. If restrictions are given, discuss appropriate work assignments/schedules while considering indicated restrictions and capabilities. Complete a Temporary Modified Duty Plan and provide Human Resources with a signed copy.
- B. Employee returns with a RMS. RMS indicates restrictions and the District cannot accommodate restrictions or no return to work is indicated and employee is taken off work.

V. Temporary Total Disability Benefits (TTD)

- A. TTD benefits may be paid during that period when the physician states the employee is unable to return to some type of work or the District cannot accommodate the work restrictions. TTD is not payable unless the employee is unable to work for more than seven (7) calendar days. Once an employee misses (8) calendar days from work due to a work-related injury/illness, the employee is entitled to benefits for each additional day he or she is unable to work. If the employee misses a total of fifteen (15) calendar days from work, benefits for the first seven days will be paid. This does not include the date of injury. Income benefits which are calculated at:
 - B. $66 \frac{2}{3}$ percent of their average weekly wage but not more than one hundred percent (100%), or less than twenty percent (20%) of the State's average weekly wage.

- C. Employees may choose to receive workers' compensation wages or to use paid leave time to cover work absences. Employees cannot receive paid leave and workers' compensation for the same time period. Employees should contact Human Resources for specific information.
- D. Under no circumstances should an employee receive more pay than their normal salary for that period. Human Resources is responsible to ensure that this does not occur. Upon receipt of the Workers' Compensation check, Human Resources will determine if the employee was entitled to receive the check by the following guidelines:
- E. If the employee wants to utilize EIB/PTO during this period they must request it by completing the Request to use EIB/PTO Leave form. By doing this they will receive EIB/PTO leave for the entire period so long as they have a positive EIB/PTO balance. This requires the Worker's Compensation check to be signed over to the District to reinstate leave. To determine the number of hours to reinstate, Human Resources will divide the Workers' Compensation check by the employee's hourly wage rate and reinstate that number of hours to the employee's leave balance.
- F. If the employee is placed on leave without pay (LWOP) for the entire period, the employee would be entitled to receive the entire Workers' Compensation check.
- G. If the employee utilized leave and was also placed on leave without pay for a portion of the period, the Workers' Compensation check and the employee's payroll check would be added together to determine if the total would exceed the employee's normal salary.
 - 1. If the two (2) checks do not exceed the employee's normal salary, the employee is entitled to receive both checks.
 - 2. If the two (2) checks exceed the employee's normal salary, the amount in excess of the normal salary must be paid back to the District to reinstate leave. The amount in excess is divided by the employee's hourly wage to obtain the number of hours of leave to reinstate to the employee's leave balance.

Subject: USE OF DISTRICT VEHICLES

No. 80
Effective 04/30/19
Supersedes 06/16/15

Policy

- A. District owned vehicles will be used for District business only. Employees not assigned a vehicle to take home may not use a District vehicle solely for lunch or dinner breaks.
- B. No one other than District employees will be transported in District vehicles.
- C. All employees shall be subject to Section 100 of this manual, Alcohol and Drug Testing, in regard to use of District vehicles.
- D. All employees must follow all state and federal laws when operating a District vehicle. Any citation or ticket received by an employee, while operating a District vehicle, shall be the sole responsibility of the employee to defend and pay any fines and the District shall not be responsible in any manner for those costs or defense.
- E. While operating a District owned vehicle or equipment, employees are prohibited from engaging in activities that could distract them from performing the primary activity of operating the vehicle or equipment such as the use of cell phones, two-way radios, laptop computers, and digital audio/media devices. Talking on a cell phone using a hands free device or vehicle built-in phone communication is acceptable. Vehicles and equipment are considered to be operating if the engine is running and is in gear.
- F. Any employee found violating this policy may be subject to disciplinary action, up to and including termination.
- G. The General Manager may assign the use of a District vehicle to a supervisor on a permanent basis to use to take home, so that he/she is available at any time for District work or after hour services. This assignment however is limited to a supervisor who lives no more than a thirty minute drive from the principal location of work.
- H. A supervisor may assign the use of a District vehicle to any employee to take home but only when that employee is on-call and will be required to respond to service calls or special duty after hours.

Subject: COMPUTER USE,
INTERNET ACCESS
AND SOCIAL MEDIA POLICY

No. 81
Effective 02/23/2021
Supersedes 07/22/2015

I. Policy General Information

- A. The Internet is a worldwide network of computers that contains millions of pages of information. Employees are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material.
- B. Additionally, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content or result in exposing a single computer or District's network to damaging programs or software and possible loss of critical information.
- C. Employees accessing the Internet do so at their own risk and the District is not responsible for material viewed or downloaded by users from the Internet, other than its efforts to set policy and monitor computer use periodically.
- D. All computers, smart (Internet enabled or Internet accessible) phones, including software, peripherals and network equipment which are the property of the District may only be used for legitimate business purposes.
- E. Employees also have access to multiple forms of social media (or social networking) through District equipment and also on personal devices such as a smart phone. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to the employee's own or someone else's blog, website, social networking site including but not limited to Facebook, Twitter, Flickr, Instagram, LinkedIn or many others which provide forms of Internet based, electronic communication.
- F. To minimize these risks, use of the Internet and social media at the District will be governed by this policy.

II. No Expectation of Privacy: Employees are provided computers, cellular phones and Internet access to assist them in the performance of their jobs. Employees should have no expectation of privacy in anything they create, store, send or receive using the District's provided equipment or Internet access.

- A. Waiver of privacy rights.
 - 1. Each employee expressly waives any right of privacy in anything they create, store, send or receive using the District's computer equipment or Internet access.
 - 2. Monitoring of computer and Internet usage.

Subject: COMPUTER USE,
INTERNET ACCESS
AND SOCIAL MEDIA POLICY

No. 81
Effective 02/23/2021
Supersedes 07/22/2015

- a. The District has the right to monitor and log any and all aspects of its Computer system including, but not limited to, monitoring Internet sites visited by employees, monitoring chat and newsgroups, monitoring internet and social media site usage, monitoring file downloads, and all communications sent and received by employees.
- b. The District reserves the right to utilize software that makes it possible to identify and block access to Internet sites containing sexually explicit or other material deemed inappropriate in the workplace.

III. Passwords

A. Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A poorly chosen password may result in the compromise of the District's network and theft of customer or critical data. As such, all District employees are responsible for taking the appropriate steps, as outlined below to select and secure their passwords.

B. Passwords must be created and managed in accordance with this section.

- All District network passwords will expire every 180 days and must be changed.
- New passwords cannot be the same as the previous 10 passwords.
- Passwords must be at least seven characters in length. Longer is better.
- Passwords must contain both uppercase and lowercase characters (e.g., a-z and A-Z).
- Passwords must contain at least one number (e.g., 0-9)
- Accounts shall be locked after five failed login attempts within 10 minutes and shall remain locked for at least 10 minutes or until the System Administrator unlocks the account.

C. Passwords should not be shared with anyone, including the System Administrator, unless approved by the General Manager.

D. All passwords are to be treated as sensitive, confidential information. If someone requests your password(s), please inform them that you cannot provide that information per District policy and contact the System Administrator about the request. If you suspect an account or password has been compromised, report the incident immediately and change all related passwords.

Subject: COMPUTER USE,
INTERNET ACCESS
AND SOCIAL MEDIA POLICY

No. 81
Effective 02/23/2021
Supersedes 07/22/2015

IV. Permitted Use of Internet and District Computers

- A. Employees are provided access to the computer network to assist them in the performance of their jobs. Additionally, certain employees may also be provided with access to the Internet through a computer network or through any wireless network distribution device, or through any wired local area network (LAN). It shall be up to District's management to decide which persons require access to the internet to carry out their job, or how best to provide access.
- B. All employees have a responsibility to use District's computer resources and the Internet in a professional, lawful and ethical manner.

V. Prohibited Computer / Internet Use

- A. At no time should District computers, networks or internet connections be used to disseminate, view or store personal advertisements, solicitations, promotions, destructive code (e.g., viruses, self-replicating programs, etc.), promotion of political material, pornographic text or images, or any other unauthorized materials.
- B. Employees may not use the District's computers, networks or Internet connections to download games or other entertainment software
- C. Employees may not use any computers or data devices (such as a smart phone) to play games stored on a local computer or hosted or stored on the Internet. The District reserves the right to remove any stored games or entertainment programs from District computers or devices.
- D. Additionally, employees may not use District computers or other data devices, networks or Internet connections to display, store or send (by e-mail or any other form of electronic communication such as social media sites, bulletin boards, chat-rooms, Usenet groups, messaging programs, etc.) material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise inappropriate or unlawful.
- E. Any employee who receives such materials should notify their supervisor immediately.

VI. Illegal Copying of Software

Subject:	COMPUTER USE, INTERNET ACCESS AND SOCIAL MEDIA POLICY	No.	81
		Effective	02/23/2021
		Supersedes	07/22/2015

- A. Employees may not illegally copy material protected under copyright law or make that material available to others for copying. This includes duplicating software or programs that require a paid license for each installation.
- B. Employees are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other downloaded information or programs.
- C. An employee may not agree to a license or download any material for which a registration fee is charged without first obtaining permission of their supervisor.

VII. Responsible Use of Computer Resources

A. Accessing the Internet

- 1. To ensure security and avoid the spread of viruses or malware, employees accessing the Internet through a computer or smart phone attached to District's network, or through the District's provided Internet connections, must do so through an approved Internet firewall or other security device.
- 2. Bypassing District's computer network security by accessing the Internet directly by modem or other means is strictly prohibited unless the computer being used is not connected to the District's network.

B. Frivolous Use Prohibited

- 1. Computer resources are not unlimited. Network bandwidth and data storage capacity have finite limits and overuse can degrade performance for all users. All employees connected to the network have a responsibility to conserve these resources.
- 2. Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others or cause degradation of the District computers, network or Internet access.
- 3. Other prohibited acts include, but are not limited to; sending mass mailings or chain letters, spending excessive amounts of time on the Internet, personal shopping, playing games, engaging in online chat groups, uploading or downloading large graphic, audio or video files, accessing streaming audio and/or video files, communicating using social

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media or otherwise creating unnecessary loads or demand on network traffic associated with non-business-related uses of the Internet.

4. Regardless of how an employee accesses the Internet or social media sites, even if using their own smart phone, frivolous use during work hours, outside of an employee's breaks or lunch period, may result in disciplinary action up to and including termination.

VIII. Virus or Destructive Software Detection

- A. Files obtained from sources outside the District, including disks brought from home, files downloaded from the internet, newsgroups, bulletin boards, or other online services; files attached to e-mail, and files provided by customers or vendors, may contain dangerous computer viruses that may damage the District's computer network. Therefore, employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-District sources, without first scanning the material with District-approved virus checking software.
- B. The District's approved official virus detection software is *Secure Anywhere Endpoint Protection V 9.09.29.62* (Which version or product may be revised from time to time). If an employee suspects that a virus has been introduced into the District's network or on their assigned computer, they shall notify their supervisor immediately.

IX. Employee Use of Social Media

A. Guidelines

1. Employees are solely responsible for their online behavior. Employee use of social media that adversely affects job performance, the performance of fellow employees or that otherwise adversely affects District employees, customers or the District's legitimate business interests may result in disciplinary action up to and including termination.
2. Inappropriate postings on social media, including, but not limited to, discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may be grounds for disciplinary action up to and including termination.
3. Always be fair and courteous to fellow employees, customers, members, suppliers, or people who work on behalf of the District.

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4. Do not post information or rumors you know to be false about the District, fellow employees, customers, suppliers, people working on behalf of the District, or competitors.
5. Maintain the confidentiality of the District and private or confidential information of fellow employees, customers, members, suppliers, or people who work on behalf of the District.
6. Express only your personal opinions; social media is not the forum to communicate District policies or to conduct District business. No employee should represent themselves as a spokesperson for the District. If the District is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the District, fellow employees, its Board of Commissioners, customers, suppliers or people working on behalf of the District. If you do publish a blog or post online related to the work you do or subjects associated with the District, make it clear you are not speaking on behalf of the District and include the disclaimer "The postings on this site are my own and do not reflect the view of Hardin County Water No. 1."
7. Refrain from using social media while on work time, either on equipment provided by the District or on your own devices, unless it is authorized by your superior. Do not use your District email address to register on social media utilized for personal use.
8. Employees should not speak to the media on the District's behalf. All media inquiries should be directed to the District's General Manager.

Subject: District Mobile Phones

No. 82

Effective 4/27/21

Policy

- A. The District provides an essential service to customers twenty-four hours per day and seven days per week. To do this, it is necessary for some District employees to be mobile and responsive at all times.
- B. The District's workforce includes Water Distribution and Wastewater Collections employees who must be mobile to conduct work throughout the District's service territory. These employees need to be able to contact their supervisor, customer service representatives, co-workers, contractors and other entities for successful completion of their duties. In turn, supervisors, customer service representatives, co-workers, plant staff and others need to be able to reach field employees to ensure timely and efficient exchange of information.
- C. Because these employees need to be reached remotely during regular work hours the District may provide a \$20.00 per month stipend to employees who agree to use their personal phone to send and receive work related calls, texts, images, etc. during regular business hours. This stipend is only available to employees whose job title is Distribution System Operator, Collection System Operator, Heavy Equipment Operator, GIS Planning Specialist, Water Quality Measurement Specialist or Civil Engineer.
- D. The \$20.00 stipend will be provided once per month on the eligible employee's paycheck. The stipend is a qualified reimbursement plan and will be non-taxable income.
- E. The District may provide District-paid smartphones to Maintenance & Controls Specialists, Project Coordinator, Supervisors and Managers.
- F. The General Manager has the authority to include or exclude any District employee from receiving the stipend, a District-paid non-smartphone, or a District-paid smartphone based on his/her determination of the necessity for their job duties.
- G. The District may provide a rugged, non-smartphone to employees listed in paragraph C if they don't elect to use their own phone and receive the \$20.00 stipend. Eligible employees will determine if they want to receive the stipend or a non-smartphone at the initial implementation date of this policy. Employees can elect to use their personal phone and receive the stipend anytime at a later date, but employees will not be eligible to choose a District provided rugged, non-smartphone at a later date without the written approval of the General Manager. If the rugged, non-smartphone is chosen by the employee then they must keep the phone with them at all times during work hours and use it to send and receive all work-related calls and texts.
- H. Newly hired employees whose job title is listed in paragraph C are only eligible to use their own personal phone and receive the stipend. New hires may receive a District provided rugged, non-smartphone if approved in writing by the General Manager.
- I. Employees' personal phones are the responsibility and property of the employee and will not be replaced by the District for loss or damage.
- J. The District will provide the on-call employee(s) with District phones with assigned phone numbers to be the water and wastewater on-call phones.
- K. All other matters pertaining to District mobile phones such as: data plans, hotspots, data usage limits, phone replacement, phone repair, tablets, etc. will be handled on a case-by-case basis and at the discretion of the General Manager.

Subject: EMPLOYEE TRAVEL &
EXPENSE REIMBURSEMENT

No. 85
Effective 07/30/19
Supersedes 05/01/07

I. General:

A. This policy shall apply to District staff who is required to travel, attend training, conferences or require payment or reimbursement for other related expenses.

II. Authorized Events:

A. Employees may be required to, or elect to, attend various types of training or informational events to enhance their knowledge and value to the District and its customers, stay current with regulations and laws or learn about specific equipment or software. These may include:

1. Individual conferences, seminars or individual courses or training
2. Specialized, technical courses or training related to use of equipment or software, which may or may not result in award of a certificate, license or Continuing Education Units.

B. Listed below is the allowable number of training/meetings members of the management team may attend:

1. General Manager – One national and two regional meetings annually.
2. Managers – One national meeting bi-annually and one regional meeting annually.
3. Supervisors – One regional meeting annually.

C. No more than 50% of the management team may be out at one time to attend training/meetings.

D. The General Manager may make exceptions for any training event.

E. Some exceptions to the above would be for those that are presenting, sit on a committee, certification training, winning an award or job specific seminars/training.

III. Other Approved Expenses: Upon prior approval by a supervisor, the following expenses may also be paid/reimbursed:

A. Personal Mileage-For District related training or business where the employee had to travel using personal vehicle. Employees using their own vehicles will be reimbursed at the prevailing IRS rate per mile. Mileage will be calculated on a Radcliff to event city basis plus 25 miles "in and around" the area.

B. The District will pay/reimburse for the actual cost of meals and other reasonable expenses while on authorized travel.

IV. Definitions

A. Event Day: The beginning event day will be the first day of scheduled education activities or the day on which the opening reception or exhibit hall opens.

1. The last event day will be the day the last scheduled educational event takes place. Every day between these days will be considered an event day without regard to what occurs on that day.

2. No event day will be credited unless the participant actually attends scheduled educational events on that day. Participants will reimburse the District for any days where events are not attended.

B. Travel Day: Covered travel days will be authorized only if it is not possible to leave Radcliff at 8 am and reach the event site by the time of the beginning of the first event. Participants are authorized a travel day following a conference if they could leave the conference site immediately following the last event yet not arrive at Radcliff by 6pm.

1. Employee will only be paid for travel time as scheduled for normal work day, or it on non-scheduled day, only for time traveling not to exceed eight (8) hours. (Subject to other federal or state labor and wage and hour laws).

Subject: EMPLOYEE TRAVEL &
EXPENSE REIMBURSEMENT

No. 85
Effective 07/30/19
Supersedes 05/01/07

V. Expenses for Conventions/Conferences:

A. The following allowances will be made for employees:

1. Daily Expenses: The District will pay for/reimburse for the actual cost of meals and other expenses while on authorized travel. The amount paid/reimbursed will be limited to approved amounts.
2. Meal Expenses: Meals both in-state and out-of-state shall be paid/reimbursed at actual expense including tax and gratuity, but will not exceed those amounts set forth in the Board of Commissioners - Governance & Policies Manual, Travel & Expense Policy, Section 300.
3. Lodging: The cost of the standard rate conference room, for the conference being attended, will be allowed for event and travel days.
4. Additional Expenses: Extra room costs, if any, will be the responsibility of the employee. No payment will be provided for other special programs, tours or events, other than for the employee.
5. Registration Costs: The District will pay the basic registration costs of all scheduled educational events. Recreational or social events not covered in the basic conference registration are not eligible for payment/reimbursement.

VI. Travel Costs

A. Airfare shall include and is limited to the following:

1. Actual cost of discount advance non-layover commercial coach air fare.
2. Cost of POV (Privately Owned Vehicle) parking in long term parking.
3. Round trip mileage from Radcliff to airport using prevailing IRS rate per mile. Cost of taxi fare from destination airport to event and return. Conference stated estimate or a rate of \$25.
4. The District will pay the actual cost of one discounted non-layover commercial coach airfare directly to and from the airport nearest the event on standard air carriers. Additional fees and charges due to voluntary layovers, upgrades, last minute travel or changes, or other requests (except as required in case of emergency) will be paid for by the participant.

B. Rental Vehicles/Taxi Costs:

1. Rental vehicle expense is reimbursable only when other transportation between the hotel and activity site is not reasonably available or less costly and then for only those days during which expenses are authorized. Taxi costs related to business while at the event are reimbursable.

C. Parking Fees:

1. The District will reimburse the participant for actual parking fees to include hotel parking fees incurred while on approved travel. When constructive costs are used in lieu of airfare, no parking fees that are in addition to the constructive costs shall be paid.

D. Discount Travel Days:

1. It may be cost effective for a participant to travel to or from an event on an alternate day which is not a travel or event day (such as staying over a Saturday night to obtain a lower airline ticket price). Expenses may be covered up to the amount of the ticket savings.

E. Inclement Weather or Unforeseen Circumstances:

1. When a participant is forced due to weather conditions or travel availability at no fault of their own, they may apply for and receive additional per diem and lodging expenses on a case by case basis.

F. Miscellaneous

Subject: EMPLOYEE TRAVEL &
EXPENSE REIMBURSEMENT

No. 85
Effective 07/30/19
Supersedes 05/01/07

1. Telephone Calls: Long Distance telephone calls are not paid/reimbursed by the District. Local access fees charged at event hotels are reimbursable. Exceptions are as provided by other existing District policy regarding assigned mobile/cellular phones.
2. No other fees, expenses or charges will be paid/reimbursed unless approved by the General Manager in advance. Entertainment, gifts, alcohol or other non-essential or non-training related expenses are not reimbursable not should be charged to the District.

VII. Documentation & Approval Process:

A. The following process and procedures shall be followed and applied to all expenses under this policy.

1. The employee shall receive prior approval for any travel or training related expenses. Approval shall be at sole discretion of the General Manager, and may be limited to budget or available funds.
2. Requests for training/meetings must be submitted via the employee's chain of command on the Employee Travel Request Form.
3. Once approved, the employee, or employee's supervisor, may allow the use of a District purchasing card to pay for related expenses prior to the travel, or during. A supervisor may also elect to provide an advance payment (check or cash) to the employee for the trip, but the employee shall be required to account for all of the amount advanced after the trip, including receipts or proof of expense.
4. Travel arrangements, airfare, registration and hotel, when practical, shall be arranged by the Executive Assistant or other person assigned by the General Manager.
5. All reimbursable expenses will be itemized on a form adopted by the District and submitted within 30 days of the completion of authorized travel. All previously paid meals or event expenses shall also be sent to the General Manager for review.
6. Upon completion of an event or travel out of state, the employee shall also fill out a Travel Reimbursement Form as provided, and attach any and all receipts showing any advance funds received, actual expenses and non-spent funds returned to the District. The District reserves the right to not refund or pay for any non-documented expenses.

Subject: OUTSIDE EMPLOYMENT

No. 90
Effective 03/26/19
Supersedes 08/01/94

I. Policy

- A. Hardin County Water District No. 1 recognizes that some employees may need or want to hold additional jobs outside their employment with the company. Employees of the District are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns.

II. Procedure

- A. The District applies this policy consistently and nondiscriminatory to all employees, and in compliance with all applicable employment laws and regulations. The following rules for outside employment apply to all employees seeking outside employment.
1. Employees seeking outside employment must submit a written statement to their department head via their supervisor listing the name of the outside employer, a summary of job duties and hours of work.
 2. Work-related activities and conduct away from the District must not compete with, conflict with or compromise the District's interests or adversely affect job performance and the ability to fulfill all responsibilities to the District. Employees are prohibited from performing any services for customers of the District that are normally performed by the District. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any company confidential information. In addition, employees may not solicit or conduct any outside business during work time for the District.
 3. District employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at the District, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary action for dealing with the resulting job-related problem(s).
 4. In evaluating the effect that outside work may have on an employee's job performance and other job-related responsibilities, department heads and human resources will consider whether the proposed employment:
 - a) *May reduce the employee's efficiency in working for the District*
 - b) *Involves working for an organization that does a significant amount of business with the company, such as major contractors, suppliers and customers.*
 - c) *May adversely affect the District's image.*
- B. Employees who have accepted outside employment may not use EIB to perform work on the outside job.
- C. Fraudulent use of EIB or employee's refusal to discontinue outside employment after being requested to do so by his or her department head or human resources may result in disciplinary action up to and including termination of employment.

I. Background

A. While misuse of alcohol and drugs among employees is the exception rather than the rule, the District is concerned over the growing issue of substance abuse in society and acknowledges the devastating impact of such abuse on the safety, health and efficiency of its workforce and those it serves. Alcohol and drug use can impair thinking and reasoning and may lead to behaviors that bring the user into severe conflict with their work environment. While the District has no intention of unreasonably intruding into the off-duty lives of its employees, it is necessary to establish policies and procedures for dealing with use and/or misuse of alcohol and/or drugs/controlled substances that may affect the workplace, thereby preventing potentially serious consequences to the public and employees.

II. Who is covered by this policy?

- A. All Hardin County Water District No. 1 employees are covered by this policy and are referred to as "covered employees."
- B. However, not all requirements of this policy apply to all covered employees. Employees who are required to maintain a CDL for the performance of their job duties have stricter requirements than most other covered employees. Therefore, not all provisions of this policy apply equally to all covered employees. CDL holders are always considered covered employees under this policy, but where their terms differ from other covered employees, they will be referred to as CDL holders.
- C. All employees will be provided a copy of this policy at orientation.

III. PROHIBITIONS

A. Alcohol-Covered Employees

1. Covered employees are prohibited from reporting for duty or remaining on duty when their ability to perform assigned functions is adversely affected by alcohol or when their blood alcohol concentration is 0.04 or greater.
2. Covered employees are prohibited from possessing or using alcohol while on duty.
3. Covered employees are prohibited from using alcohol during the hours that they are receiving on-call pay.
4. Covered employees are prohibited from the possession, use and sale of alcohol on District property or in District owned or leased vehicles.
5. Covered employees are prohibited from returning to duty until they have successfully passed a return to duty test.

B. Alcohol-CDL Holders

In addition to the above:

1. CDL holders are prohibited from having used alcohol within four (4) hours of reporting for duty. Employees are cautioned that refraining from alcohol for four (4) hours before reporting for duty may not result in a negative test.
2. CDL holders are prohibited from performing safety-sensitive functions for 24 hours following an alcohol test result indicating an alcohol concentration of 0.02 or greater but less than 0.04.

3. CDL holders are prohibited from possessing or using medication containing alcohol while on duty. CDL holders that test positive for alcohol will be removed from their position, and be subject to provisions of the Policy, even if the reason for the positive alcohol test is the fact that the employee's prescription medication contains alcohol.

C. Drugs/Controlled Substances-Covered Employees

1. Covered employees are prohibited from reporting for duty or remaining on duty when the covered employee uses or is under the influence of any drugs/controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform their duties.
2. Covered employees are prohibited from reporting for duty or remaining on duty if the covered employee tests positive for drugs/controlled substances.
3. Covered employees are prohibited from returning to duty until they have successfully passed a return to duty test.
4. Covered employees are prohibited from the possession, use and sale of drugs or any controlled substances on District property or in District owned or leased vehicles.

D. Drugs/Controlled Substances-CDL Holders

In addition to the above:

1. CDL holders are prohibited from reporting for duty, remaining on duty, and/or performing safety-sensitive functions following a positive test for drugs/controlled substances.
2. CDL holders are prohibited from refusing to submit to pre-employment, post-accident, random, reasonable suspicion, return-to-duty, or follow-up tests.

IV. OTHER PROHIBITIONS AND REQUIREMENTS

A. Covered Employees

1. Covered employees are required to maintain the appropriate qualifications for the performance of assigned job duties.
2. Covered employees are required to report any loss or change in the status of any required qualifications.
3. The District may search employer owned property on premises used by the employees, as well as the personal effects of employees (including clothing, vehicles, containers, tool boxes, lunch pails, lockers and the like) brought unto the District's property.
4. The District may take into custody any illegal, unauthorized or prohibited items and may turn them over to the proper law enforcement agencies. Refusal to allow a search or interference with a search may result in disciplinary action up to and including termination.
5. Covered employees are prohibited from obstructing or interfering with the administration of any alcohol or drug/controlled substances test.
6. Covered employees are prohibited from engaging in the unlawful manufacture, sale or attempted sale, distribution, dispensing, possession or use of alcohol, drugs/controlled substance, and/or drug paraphernalia in the workplace.

7. Off-premises drug possession, use or sale as well as off-premise use of alcohol is prohibited when such activities adversely affect job performance, job safety, or the District's reputation. All employees may be subject to disciplinary action up to and including termination for violations of this policy.
8. Any covered employee who is charged and/or convicted under any federal or state criminal drug and/or alcohol statute must notify their supervisor or Human Resources within five (5) days of the charge and/or conviction and may receive disciplinary action up to and including termination.

B. CDL Holders

In addition to the above:

1. CDL holders must immediately report to their supervisor any arrest and/or conviction for operating a vehicle under the influence of alcohol, drugs/controlled substances, or any combination thereof.
2. CDL holders must immediately report to their supervisor any conviction for a violation of a criminal drug statute.
3. CDL holders must immediately report to their supervisor if they are taking any legally prescribed or non-prescription drug/controlled substance which contains any amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication.

V. TESTING PROCEDURES

- A. The collection of samples and administration of drug and alcohol tests shall follow all standards, procedure and protocols set forth by the U.S. Department of Health and Human Services Substance Abuse and Mental Health Administration (SAMHSA). Samples shall be collected and tested by a laboratory certified in accordance with the National Laboratory Certification Program (NLCO).
- B. Alcohol Testing-Covered Employees
 1. Alcohol tests shall be administered by a Breath Alcohol Technician (BAT) using an Evidential Breath Test (EBT) device in accordance with the following procedures:
- C. Initial Testing
 1. Covered employees directed to undergo alcohol testing shall proceed to the designated test site as instructed, and may be accompanied by a supervisor or Human Resources.
 2. Upon entering the test site, covered employees shall be required to provide the BAT with positive identification. Positive identification may take the form of a photo ID card or identification by the supervisor or Human Resources.
 3. Covered employees shall follow all procedures and instructions given by the BAT including completing, signing, initialing, and/or dating any required forms.
 4. If a covered employee fails to follow all procedures and instructions by the BAT, it shall be considered a refusal to test.
 5. If the covered employee takes the test, but inadvertently neglects to sign the certification of the Breath Alcohol Testing Form, and the test shows a concentration of less than 0.04 it shall not be considered a refusal to test. If the test shows a concentration of greater than 0.04, it shall be considered a refusal to test.

6. If an initial test of a covered employee indicates a breath alcohol concentration of less than 0.04, no further alcohol testing shall be conducted and the covered employee shall return to work.
7. If the initial test of a covered employee indicates a breath alcohol concentration of 0.04 or greater, a confirmation test shall be conducted as described below.

D. Confirmation Testing

1. If the initial test indicates a breath alcohol concentration of 0.04 or greater, a confirmation test shall be conducted between 15 and 30 minutes following completion of the initial test.
2. The covered employee shall not eat, drink, put any object or substance in their mouth, and, to the extent possible, not belch during the waiting period.
3. If a BAT other than the one who conducted the initial test is conducting the confirmation test, the covered employee shall be required to provide positive identification. In addition, the new BAT shall initiate a new Breath Alcohol Testing form. The covered employee shall then complete the form and sign the certification as required. Failure to follow all procedures and instructions given by the BAT shall be considered a refusal to test.
4. If the confirmation test of a covered employee indicates a breath alcohol concentration of less than 0.04, the covered employee shall return to work.
5. If the confirmation test of a covered employee indicates a breath alcohol concentration of 0.04 or greater, the covered employee will be prohibited from returning to work until successfully passing a return to duty test, as described later in this policy.
6. The BAT shall immediately notify the Designated Employer Representative (DER) of a confirmation test result of 0.04 or greater.

E. Failure to complete the testing

1. If an initial or confirmation test cannot be completed, or if an event occurs that would invalidate the test, the BAT shall begin a new initial or confirmation test, as applicable and practicable, using a new Breath Alcohol Testing form with a new sequential test number.
2. If a covered employee is unable or alleges that they are unable to provide an amount of breath sufficient to permit a valid breath test because of a medical condition, the BAT shall again instruct the covered employee to attempt to provide an adequate amount of breath. If the covered employee refuses to make the attempt, it shall be considered a refusal to test. If the covered employee attempts and fails to provide an adequate amount of breath, the BAT shall note it in the "Remarks" section of the breath alcohol form, immediately inform the DER, and the employee shall be removed from duty for a minimum of 24 hours. The DER shall direct the covered employee to obtain, as soon as practicable after the attempted provision of breath, an evaluation from a licensed physician who is acceptable to the District concerning the covered employee's medical ability to provide an adequate amount of breath.
3. If the licensed physician determines that in their medical judgment, that a medical condition has, or with a high degree of probability could have precluded the covered employee from providing an adequate amount of breath, the covered employee's failure to provide an adequate amount of breath shall not be considered a refusal to test. The physician shall provide to the District a written statement of the basis for their conclusion.

4. If the licensed physician in their reasonable medical judgment is unable to determine that a medical condition has or with a high degree of probability, could have precluded the covered employee from providing an adequate amount of breath, the covered employee's failure to provide an adequate amount of breath shall be considered a refusal to test. The physician shall provide to the District a written statement of the basis for their conclusion.
5. The BAT shall immediately notify the DER of any refusal test.
6. A refusal to test shall be deemed a positive test.

F. Confidentiality

1. All testing information/results shall be transmitted to the DER or designee in a confidential manner. Test results will be retained by the District for five (5) years.
2. The DER or designee shall receive and store the information so as to ensure that confidentiality is maintained.

G. Alcohol-CDL Holders

In addition to the above:

1. If the initial test of a CDL holder indicates a breath alcohol concentration of 0.02 or greater but less than 0.04, a confirmation test will be conducted as described above.
2. If the confirmation test of a CDL holder is negative, a breath alcohol concentration of less than 0.02, the CDL holder shall return to work.
3. If the confirmation test indicates a breath alcohol concentration of 0.02 or greater but less than 0.04, the CDL holder will be prohibited from performing safety sensitive functions for 24 hours following the test. The CDL holder may be assigned to other duties in the department/division if such duties are available, or may be sent home without pay.

H. Drugs/Controlled Substances-Covered Employees

1. Drugs/controlled substance testing shall be conducted by a certified laboratory in accordance with the following procedures:

I. Initial Testing

1. Covered employees directed to undergo drugs/controlled substances testing shall proceed to the designated test site as instructed.
2. Upon entering the test site, covered employees shall be required to provide the collection technician with positive identification. Positive identification may take the form of a photo ID card or identification by supervisor or Human Resources.
3. Covered employees shall follow all procedures and instructions given by the collection technician including completing, signing, initialing, and/or dating any required forms.
4. If a covered employee fails to follow all procedures and instructions given by the collection technician, it shall be considered a refusal to test.
5. The covered employee shall provide at least 45ml of urine for testing.
6. The collection technician shall divide the specimen into two containers. One container shall contain at least 30ml of urine and shall be the primary specimen. The other container shall contain at least 15ml of urine and shall be the split specimen.

7. Both containers shall be shipped to the testing laboratory in a single shipping container, together with supporting documents and the split specimen copy of the chain of custody form.
8. The laboratory shall log in the split specimen with the split specimen seal remaining intact.
9. The laboratory shall store the split specimen securely in accordance with approved procedures.
10. The primary specimen shall undergo a screen test for the presence of drugs/controlled substance per established cutoff levels. A Medical Review Officer (MRO) shall review all primary specimen results.
11. If the initial test result is negative, the laboratory may discard the split specimen and no additional action will be taken by the MRO unless the MRO has reason to believe the primary specimen has been adulterated. All negative tests results will be forwarded to the DER.
12. If the MRO has reason to believe the primary specimen has been adulterated the MRO shall have the authority to order an employee to undergo a retest for the presence of drugs/controlled substances. If the MRO orders a retest, the specimen collected for the retest shall be considered the primary specimen.
13. If the initial screening test or retest detects the presence of drugs/controlled substances, the primary specimen shall undergo a confirmation test.

J. Confirmation Testing

1. The confirmation test shall be conducted in the same manner as the original test using the primary specimen.
2. If the confirmation test result is negative, the laboratory may discard the split specimen and no additional action will be taken by the MRO.
3. If the confirmation test result is positive the MRO will contact the employee directly to inform the employee of the positive test results. The MRO shall notify the covered employee that they have 72 hours in which to request a test of the split specimen if the confirmed positive test is verified as positive.
4. The MRO shall immediately notify the Designated Employer Representative (DER) of a positive confirmation test result.
5. If the covered employee chooses not to have the split specimen tested, the covered employee will be prohibited from returning to work until successfully passing a return to duty test, as described later in this policy.
6. If the confirmation test result is positive, the laboratory shall retain the split specimen in frozen storage for 60 days from the date on which the laboratory acquires it. Following the end of the 60-day period, if not informed by the MRO that the covered employee has requested a test of the split specimen, the laboratory may discard the split specimen.

K. Split Specimen Testing

1. Within 72 hours of notification of a confirmed positive test, the covered employee may request that the MRO direct that the split specimen be tested in a different certified laboratory for presence of the drug/controlled substance that resulted in the positive test of the primary specimen.

2. The covered employee shall be responsible for any and all costs associated with having the split specimen tests. If the covered employee does not contact the MRO within 72 hours, the covered employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the covered employee from contacting the MRO in a timely manner. If the MRO concludes that there is a legitimate explanation for the covered employee's failure to contact the MRO within 72 hours, the MRO shall honor the request for split specimen testing. If the covered employee fails to contact the MRO within 60 days, the split specimen will be destroyed, as outlined above, and a split specimen test will not be possible.
 3. A covered employee requesting a split specimen test shall not return to work and may use PTO/EIB until the results of the split specimen test become available. If the split specimen test does not reconfirm the presence of the drug(s) or drug metabolites(s) found in the primary specimen, the covered employee shall be paid straight time wages for all regularly-scheduled shifts they would have worked had the suspension not occurred, and shall be reimbursed for the costs associated with having the split specimen tested.
 - (1) When the MRO directs the first laboratory to forward the split specimen to a second certified laboratory, the second laboratory shall analyze the split specimen to reconfirm the presence of the drug(s)/controlled substance found in the primary specimen. Such confirmation shall be conducted without regard to cutoff levels.
 4. The split sample shall then be retained in long-term storage for one year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the test is pending).
 5. The result of the test of the split specimen shall be transmitted by the second laboratory to the MRO.
 6. If the analysis of the split specimen fails to reconfirm the presence of the drug(s)/controlled substance(s) found in the primary specimen, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and the reasons for it to the Center for Drug Reporting (CDR), the covered employee, the DER, and to DOT for CDL holders.
- L. Failure to complete the testing
1. If the covered employee is unable to provide the required 45 ml of urine, the covered employee shall be instructed to drink not more than 24 ounces of fluids and, after a period of up to two hours, again attempt to provide a complete sample using a fresh collection. The original insufficient specimen shall be discarded.
 2. If the covered employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the laboratory shall notify the DER of the covered employee's inability to provide an adequate sample.
 3. The MRO will refer the covered employee for a medical evaluation to develop pertinent information concerning whether the covered employee's inability to provide an adequate specimen is genuine or constitutes a refusal to test. (In pre-employment testing situation, the District will determine whether or not to hire the employee, and the MRO is not required to make such a referral). Upon completion of the examination, the MRO shall report their conclusions to the DER in writing.

4. If the MRO determines that the covered employee's inability to provide an adequate sample is not genuine, the covered employee shall be deemed to have refused the test.
5. A refusal to test shall be deemed a positive test.

VI. Confidentiality

1. All testing information/results shall be transmitted to the DER, or designee, in a confidential manner. Test results will be retained by the District for five (5) years.
2. The DER or designee shall receive and store the information so as to ensure that confidentiality is maintained.

VII. CONSEQUENCES AND DISCIPLINE

A. Covered Employees

1. As noted above, a covered employee who refuses to submit to a required drugs/controlled substance or an alcohol test shall be deemed to have tested positive for drugs/controlled substance and at a level of 0.04 or greater for alcohol. Refusal by the covered employee to complete and sign the Breath Alcohol Testing Form, to provide breath, to provide an adequate amount of breath, or otherwise to cooperate with the testing process in a way that prevents the completion of the test shall be deemed a refusal to test. Refusal to submit to a required drugs/controlled substance or alcohol test shall be deemed just cause for disciplinary action up to and including termination.
2. Covered employees who have a positive test as outlined above will not be permitted to return to work until undergoing an evaluation by a Substance Abuse Professional (SAP) and successfully passing a return to duty test. If the positive test was for alcohol, the employee must have a BAC of 0.00 in order to pass the return to duty test. If the positive test was for drugs/controlled substances, the return to duty test must be negative in order to pass the return to duty test.
3. Just cause of discipline up to and including termination shall be established when a covered employee engages in any conduct in violation of the provisions of this policy or when a covered employee uses drug/controlled substance or misuses alcohol in violation of the FHWA rules and regulations or in violation of this policy or District work rules. Failure to comply with any required evaluation by a substance abuse professional or failure to comply and remain in compliance with any and all prescribed or recommended rehabilitation and/or treatment programs shall establish just cause for disciplinary action up to and including termination.

B. CDL Holders

1. In addition to the above, a CDL holder shall not be permitted to perform a safety-sensitive function if the driver has engaged in conduct prohibited by this policy. A CDL holder who violated any of the requirements of Title 49 CFR Part 382 shall be subject to the penalty provisions of 49 U.S.C. 521(b), and may be subject to disciplinary action up to and including termination.
2. A CDL holder who tested positive for alcohol must pass the return to duty test with a BAC of less than 0.02 in order to return to work in a position that requires the employee to perform safety-sensitive functions.

VIII. REFERRAL, EVALUATION AND TREATMENT

- A. A covered employee who has a positive drug/controlled substances test or a BAC test of 0.04 or greater shall be referred to a Substance Abuse Professional (SAP). The SAP shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and drugs/controlled substances use. An employee's SAP would ordinarily be available through the Employee Assistance Program (EAP).
- B. The EAP is available to provide information, referral and support to employees seeking alcohol and drug abuse services, including treatment. Available information includes methods of intervening when an alcohol or drugs/controlled substances problem is suspected and a listing of alcohol and drug abuse services.

IX. TYPES OF TESTING

- A. Pre-Employment Testing – Covered Employees
 - 1. Applicants who have received a conditional offer of employment will be required to submit to drug and alcohol testing.
 - 2. A positive test or a refusal to undergo testing may result in a refusal to hire.
- B. Pre-Employment/Pre-Duty Testing – CDL Holders
 - 1. Prior to appointment to a CDL holder position, any candidate selected for a position that requires a CDL shall undergo testing for drugs/controlled substances, as outlined above. The results of the test shall be negative (meaning a verified negative result for drugs/controlled substances). If the test does not meet this standard, the candidate shall be disqualified from further consideration for the position(s). In addition, if the result is positive, the candidate will not be considered for any CDL holder position for a period of 12 months from the date of the positive test. If a confirmed result is not possible due to a diluted sample, the candidate will not be considered for the immediate position but may apply for future CDL holder positions without restriction.
 - 2. Immediately prior to the performance of any safety sensitive functions, an employee appointed to a position that requires a CDL shall undergo an alcohol test, as outlined above. The results of the test should be negative (meaning a BAC of less than 0.02). If the test does not meet this standard, the candidate shall be disqualified from further consideration for the position(s).
 - 3. Candidates for a position requiring possession of a CDL shall, at the request of the District, provide written authorization for previous employers to release to the District any and all test results administered in accordance with the FHWA's Rules and Regulations concerning alcohol and/or drugs/controlled substances, including records of the individual's refusal to test.
 - 4. Human Resources shall verify the information, obtain proof that the candidate has completed a rehabilitation program and the return-to-duty test requirements. No manager or supervisor shall allow a CDL holder to drive if they know the individual has tested positive and has not been recertified and tested negative in return-to-duty testing.

C. Random Testing – Covered Employees

1. As a condition of continued employment, covered employees will be subject to random testing. A mandatory random testing program is in effect for all employees unless otherwise prohibited by federal, state or local law.
2. The District will randomly select and request employees to submit to a drug test. Random tests will be unannounced. The testing frequency and the number of employees selected may be changed without notice at any time.
3. Any employee who is subject to a random drug test must report for their test within one hour after notification or as otherwise extended by the General Manager. A failure to report to the testing center in a timely manner may cause the employee to be subject to disciplinary action up to and including termination.
4. Employees with a confirmed positive test result will be evaluated to determine the appropriate action to be taken.

D. Random Testing – CDL Holders

1. In accordance with the Drug Free Workplace Act of 1988 and the Omnibus Transportation Employee Testing Act of 1991, the District conducts regular random testing of all CDL holders. The District will randomly test no less than 10% of the average number of occupied District CDL positions for alcohol each year. The District will randomly test no less than 25% of the average number occupied District CDL positions for drugs/controlled substances each year. This rate may be adjusted in order to maintain the minimum annual percentage determined by the Federal Motor Carrier Safety Administration (FMCSA) Administrator.
2. Random alcohol and drugs/controlled substances tests shall be unannounced and shall be spread reasonably throughout the year. The selection of CDL holders for random testing, the timing and frequency of random tests, and the number of CDL holders to be tested on any given day shall be made by a scientifically valid method. Each CDL holder shall have an equal chance of being selected for testing each time selections are made. When randomly selected, a CDL holder may be required to submit to either an alcohol or drugs/controlled substance test, or both. A CDL holder will only be required to undergo alcohol testing just prior to, during, or just after the performance of safety sensitive functions.

E. Reasonable Suspicion Testing – Covered Employees

1. The District has the right to order any employee to undergo an alcohol and/or a drug/controlled substances test whenever there is reasonable suspicion that the employee may be under the influence of alcohol or drugs/controlled substances while at work. A covered employee shall promptly submit to an alcohol and/or drugs/controlled substances test when a trained supervisor and/or Human Resources has a reasonable suspicion that the covered employee is in violation of or has violated the drug, alcohol or controlled substances prohibitions of this policy. This means that the trained supervisor/Human Resources has observed behaviors at the workplace consistent with alcohol and/or drugs/controlled substances use. These observations must be made just preceding, during, or just after the period of the work day that the covered employee is required to be in compliance with this policy.
2. Refusal to submit to a reasonable suspicion alcohol or drugs/controlled substance test shall be considered a positive test and deemed just cause for discipline up to and including termination.

3. Alcohol – After reasonable suspicion is established, the alcohol test should be administered within two (2) hours, but may be conducted up to eight (8) hours after the reasonable suspicion determination is made.
 - a) If the test is not administered within 2 hours, the supervisor and/or Human Resources official must prepare and maintain on file a statement outlining why the test was not administered within that time. If the test is not administered within eight hours, the test may not be conducted and the supervisor and/or Human Resources shall record and maintain on file the reasons why the test was not conducted. A written record shall be made of the observations leading to an alcohol reasonable suspicion test and shall be signed by the trained supervisor and/or Human Resources who made the observations within 24 hours of the observed behavior or before the results of the alcohol test are released, whichever is earlier.
4. Drugs – After reasonable suspicion is established, the drugs/controlled substances test should be administered within 32 hours after the reasonable suspicion determination is made.
 - a) If the test is not administered within 32 hours, the test may not be conducted and the supervisor and/or Human Resources shall record and maintain on file the reasons why the test was not conducted. A written record shall be made of the observations leading to a drugs/controlled substances reasonable suspicion test and shall be signed by the trained supervisor/Human Resources who made the observations within 32 hours of the observed behavior or before the results of the drugs/controlled substances test are released, whichever is earlier.
 - b) Nothing herein shall prohibit a supervisor or Human Resources from determining that a covered employee is unfit for duty. Nothing in this paragraph shall be used to circumvent the requirements stated in this section.

F. Post-Accident Testing – Covered Employees

1. If an employee or another person has sustained any injury at work, or in cases in which the District's property has been damaged, including damage to equipment, the District may require drug and/or alcohol testing.

G. Post-Accident Testing – CDL Holders

1. Federal law requires that following an accident, as defined in the glossary under Post Accident Test, a CDL holder must undergo an alcohol and drugs/controlled substance test. A surviving CDL holder shall be subject to post-accident testing as soon as practicable following the accident. However, nothing herein shall be construed to require the delay of necessary medical attention or to prohibit the CDL holder from leaving the scene of the accident for the period of time necessary to obtain assistance in responding to the accident, obtain necessary medical treatment for injured people, or to obtain materials necessary to secure the accident site.
2. A CDL holder subject to post-accident testing shall be subject to a breath alcohol test no later than 8 hours following the accident and to a drugs/controlled substances test no later than 32 hours following the accident. A CDL holder subject to post-accident testing shall remain available for such testing. Failure to be available for testing shall be considered a positive test and deemed just cause for disciplinary action up to and including termination.

3. If the alcohol test is not administered within 2 hours, the supervisor and/or Human Resources official must prepare and maintain on file a statement outlining why the test was not administered within that time. If the test is not administered within 8 hours, the test may not be conducted and the supervisor and/or Human Resources shall record and maintain on file the reasons why the test was not conducted. If the drugs/controlled substances test is not administered within 32 hours following the accident, the test may not be conducted and the supervisor and/or Human Resources shall record and maintain on file the reasons why the test was not conducted.

H. Return-to-Duty and Follow-Up Testing – Covered Employees

1. Following a positive test for alcohol or drugs/controlled substances, as defined in the testing procedures section, a covered employee shall be evaluated by a Substance Abuse Professional (SAP) who shall determine what assistance, if any, the covered employee needs in resolving problems associated with alcohol misuse and drugs/controlled substances use.
2. Prior to returning to work, the employee shall be subject to return to duty testing. The covered employee shall also comply with all requirements prescribed by the SAP and shall remain in compliance with any and all prescribed and recommended rehabilitation and/or treatment programs. The covered employee may also be subject to follow-up testing as determined by the SAP.
3. Return-to-Duty Testing:
4. If a covered employee has violated the alcohol prohibitions of this policy, they shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of 0.00 before returning to duty. If the covered employee has violated the drugs/controlled substances prohibitions they shall undergo a return-to-duty drugs/controlled substances test with a result indicating a verified negative result for drugs/controlled substances use before returning to duty.
5. The covered employee shall be subject to return-to-duty testing for both alcohol misuse and use of drugs/controlled substances if the SAP recommends testing for both alcohol and drugs/controlled substances.

I. Follow-up Testing:

1. Upon returning to work, a covered employee shall be subject to unannounced follow-up testing as recommended by the SAP. The covered employee shall be subject to such follow-up testing for both alcohol misuse and use of drugs/controlled substance if the SAP recommends testing for both alcohol and drugs/controlled substances. The number and frequency of follow-up tests shall be determined by the SAP, but shall, at a minimum, consist of at least six tests in the first 12 months following the covered employee's return to duty. Follow-up testing shall not exceed 60 months after the employee's return to duty. The SAP may recommend terminating such tests at any time after the first six tests have been administered if the SAP determines the tests are no longer necessary.

X. Confidentiality

- A. The District takes the confidentiality of all records pertaining to alcohol and/or drugs/controlled substances very seriously, and the following steps will be taken to ensure that records are secure:
- B. All records required to be maintained under the FMCSA Rules and Regulations shall be maintained in a secure location with controlled access.

- C. Except as required or permitted by law or expressly authorized or required by Title 49, CFR subtitle B, Chapter III, Section 382.405, the District shall not release information that is contained in records required to be maintained under the FHWA Rules and Regulations.
- D. Records shall be made available to a subsequent employer upon receipt of a written request from a CDL holder. Disclosure to the subsequent employer is permitted only as expressly authorized by the terms of the CDL holder's request.
- E. Upon written request, a covered employee is entitled to copies of any records pertaining to the covered employee's use of drugs/controlled substances or alcohol, including any records pertaining to their drug, alcohol or drugs/controlled substances tests. Upon the covered employee's written request, the District shall release information regarding a covered employee's records authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's specific written consent as outlined in Title 49, Part 40.321(b).
- F. All results of alcohol and/or drugs/controlled substances testing conducted pursuant to this policy shall be made available, upon request, to the Secretary of Transportation, any DOT agency, or any State or local official with regulatory authority over the District or any of its employees.
- G. Information related to post-accident test results administered following an accident which is under investigation by the National Transportation Safety Board shall be released to the Board upon request.
- H. The District may disclose information pertaining to a covered employee that is required to be maintained under the FMCSA Rules and Regulations in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered employee, and arising from a positive DOT drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results), and including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the covered employee and arising from the results of an alcohol and/or drugs/controlled substances test administered in accordance with the FMCSA. Additionally, the District may disclose information in criminal or civil actions in accordance with Title 49, Part 40.323.

XI. GLOSSARY

- A. Alcohol – The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- B. Alcohol Concentration (Or Content) – The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
- C. Alcohol Test- A test conducted by a Breath Alcohol Technician, or any other person approved by the Department of Transportation rules, using an Evidential Breath Testing Device to measure the amount of alcohol concentration in a volume of breath, or any other test used to detect the presence of alcohol that is approved by the Federal Motor Carrier Safety Administration (FMCSA).
- D. Alcohol Use – The consumption of any beverage, mixture, or preparation, including medication, containing alcohol.
- E. Breath Alcohol Technician (BAT) – An individual who instructs and assists individuals in the alcohol testing process and operates the evidential breath testing device.
- F. Commercial Motor Vehicle – A motor vehicle or a combination of motor vehicles used in a commerce to transport passengers or property if the motor vehicle:

1. Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
2. Has a gross combination weight of 26,001 or more pounds; or
3. Is designed to transport 16 or more passengers, including the driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (149 CFR 172, sub F).

G. Confirmation Test

1. For alcohol testing, a confirmation test means a second test following a screening test with a result greater than 0.00 that provides quantitative data of alcohol concentration. Confirmation of the screening test must be by an Evidential Breath Testing (EBT) device listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL), and must be capable of printing out each test result and air blank, and must sequentially number each test.
2. For drugs/controlled substances testing, a confirmation test means a second analytical procedure to identify the presence of a specific drug or drug metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy. (Gas Chromatography/Mass Spectrometry (GC/MS) is the authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine).

H. Covered Employee – All District employees.

I. CDL Holder – Any employee required to have and maintain a Commercial Driver's License (CDL) and who is subject to operating a Commercial Motor Vehicle at the direction of, or with the consent of the District including, but not limited to, full-time, part-time, regularly employed drivers, casual, intermittent or occasional drivers.

J. Designated Employer Representative (DER) – The primary contact person designated by the District to receive all information and/or reports from the Medical Review Officer, the Breath Alcohol Technician, the Substance Abuse Professional and the laboratories. The DER is also the designated contact person for inquiries regarding this policy.

K. Drug/Controlled Substance

1. Any substance recognized as a drug in the official U.S. pharmacopoeia and national formulary or official homeopathic pharmacopoeia of the United States or any supplement to either of them;
2. Cocaine, marijuana, opiates, amphetamines, and phencyclidine and any other substance determined by the U.S. or Kentucky Department of Transportation to be a drug/controlled substance.
3. Any substance intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease or other conditions in persons or other animals;
4. Any substance other than a device or food intended to affect the structure or any function of the body of persons or other animals; or
5. Any substance intended for use as a component of any article specified in pars. (1) to (3) but does not include gases or devices or articles intended for use or consumption in or for mechanical, industrial, manufacturing or scientific applications or purposes.

6. Although this Appendix uses the term singularly a covered employee may test positive for drugs/controlled substances and the terms should be considered interchangeable for purposes of interpretation.
- L. Drugs/Controlled Substances Test – A method for determining the presence of drugs/controlled substances in a urine sample using a scientifically reliable method performed in accordance with procedures specified in 49 CFR 40.
- M. Evidential Breath Testing Device (EBT) – A device approved by the National Highway Traffic Safety Administration (NHTSA), placed on the NHTSA's Conforming Products List, and is used for the evidential testing of breath.
- N. Follow-up Test – An alcohol and/or drugs/controlled substances test administered to a covered employee at the direction of a SAP who has violated the prohibitions of this policy and who has been permitted to return to duty after passing a return-to-duty alcohol and/or drugs/controlled substances test.
- O. Last Chance Agreement – An agreement between HCWD1 and the employee that gives the employee who has violated this policy one last chance to keep their job. This agreement details the employee's misconduct, sets forth the expectations for continued job performance and defines the employment consequences for failure to meet those expectations.
- P. Medical Review Officer (MRO) – A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the District's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.
- Q. On-Duty Time – All time spent providing a breath sample or primary urine specimen, including travel time to and from the collection site, in order to comply with random, reasonable suspicion, post-accident or follow-up testing as directed by the District.
- R. Post-Accident Test – An alcohol and/or drugs/controlled substances test administered to a covered employee following an accident.
- The following pertains to a CDL Holder with a CDL vehicle used in the performance of District business under the following circumstances:
1. The driver was performing safety-sensitive functions with respect to the vehicle and the accident involved a loss of human life or serious injury that results in hospitalization; or
 2. The driver receives a citation under State or Local law for a moving traffic violation arising from the accident; or
 3. One or more vehicles(s) in the accident received disabling property damage (damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner, in daylight, after simple repairs) and was towed from the scene of the accident, or there was major economic damage to non-District owned property.
- S. Pre-Employment/Pre-Duty Test – An alcohol and/or drugs/controlled substances test administered to an individual prior to starting employment with District or prior to performing a safety sensitive function for the first time in a position that requires a CDL.
- T. Random Test – An alcohol and/or drugs/controlled substances test administered to covered employees who have been randomly selected by a scientifically valid method from the pool of District employees.

- U. Reasonable Suspicion Test – An alcohol and/or drugs/controlled substance test administered to covered employees as a result of a trained supervisor's or trained Human Resources representative reasonable belief that the employee is in violation or has violated the drug, alcohol or controlled substances prohibitions of this policy.
- V. Return-to-Duty Test – An alcohol and/or drugs/controlled substances test administered prior to a covered employee being permitted to return to duty, when the covered employee has violated this policy.
- W. Safety-Sensitive Function – A CDL holder shall be considered to be performing safety-sensitive functions whenever:
 - 1. They begin work until the time they are relieved from work including time spent at a facility waiting to be dispatched, or
 - 2. Inspecting or servicing the vehicle, or
 - 3. Driving or at the controls of the vehicle, or
 - 4. Resting in the vehicle, or
 - 5. Loading or unloading the vehicle including the performance of any related paperwork, or
 - 6. Performing those duties required of a driver involved in a vehicle accident, or
 - 7. Repairing or attending to a disabled vehicle, or
 - 8. During all time while providing a breath sample or urine specimen including travel time to and from the collection site in order to comply with testing directed by the District.
- X. Screening Test (Also Known as an Initial Test)
 - 1. In alcohol testing, a screening test means an analytical procedure to determine whether a covered employee may have a prohibited concentration of alcohol in their system.
- Y. In drugs/controlled substances testing, a screening test means an immunoassay screen (or other DHHS-approved test) to eliminate "negative" urine specimens from further consideration.
- Z. Substance Abuse Professional (SAP) – A licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drugs/controlled substances-related disorders.
- AA. Supervisor – A management or supervisory employee of Hardin County District No. 1
- BB. Trained Supervisor/Human Resources – Any District supervisor or Human Resources representative who has received the requisite training in identifying the signs and symptoms of alcohol abuse and/or drugs/controlled substance abuse.