

## **SECTION K: EMPLOYEE POLICIES AND PROCEDURES**

*This section of management policies is not intended to be a contract or any part of a contractual agreement between the employer and the employee. The District reserves the rights to modify, delete, or add to any policies set forth herein with notice to the Employees Association if there is an impact to the employees. To the extent than any provision hereof is inconsistent with the terms of an existing labor agreement, the labor agreement shall control.*

### **ABSENTEEISM AND TARDINESS**

Any employee who is to be absent from work without having obtained his supervisors prior approval shall notify his supervisor of his absence and when he will report back to work.

Each employee will be present and ready for work at his starting time and will work until his assigned quitting time. Habitual tardiness will be a matter for disciplinary action.

A failure to show up for work without notifying your supervisor may result in termination.

### **EMPLOYMENT OF RELATIVES (Nepotism)**

It is the policy of the District to ensure fair and equitable employment based on qualifications and merit.

The District is a small business (less than 50 employees) it would be difficult or impossible to ensure that relatives of current employees would not be working for, with, or have a position to affect decisions involving a direct benefit (e.g., hiring, retention, transfer, promotion, wages, leave requests, etc.) to the relative. To reduce perceived or actual conflicts from occurring (such as favoritism or personal conflicts being carried into the workplace), certain restrictions apply to the hiring of relatives.

Relatives of the Board of Directors shall not be hired to work for the District.

A relative or family member is defined, for the purposes of this policy, as one of the following: parent, child, husband, wife, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousin, step-parent, stepchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, cohabiting couple/significant other, or those who are dating.

The hiring manager is responsible for ensuring policy compliance. Employees are responsible for reporting any changes immediately to their supervisor.

If any employee, after employment, enters into one of the above relationships, the District will endeavor to find a solution to eliminate the conflict of interest so that one employee is no longer able to unduly influence or favor the other. Such solution may include transfer of one of the employees to another department or location. If no accommodation can be found, the District may require one of the pair to resign or be terminated. Any and all changes must be approved by the District Manager.

If an involuntary situation occurs (e.g., reduction in force) resulting in one of the familial situations listed above, one of the employees will be reassigned as soon as practicable. At all times, the employee will not have involvement or direct input in the employment decisions of the other employee.

**This policy is subject to the provisions of Chapter 281.A of the Nevada Revised Statutes, Ethics in Government. (6/7/13)**

**EQUAL EMPLOYMENT OPPORTUNITY**

1. It is the policy of the District to recruit, hire, train and promote for all job classifications without regard to race, color, religion, age, gender, pregnancy, sexual orientation, marital status, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard. All personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, District sponsored training, social and recreation programs will be administered according to this policy. The District shall provide reasonable accommodation wherever necessary for all employees and applicants with disabilities, provided that the individual is otherwise qualified to safely perform the job duties and that such accommodation can reasonably be made.
2. It is the policy of the District to hold all levels of management responsible for ensuring that personnel policies, guidelines, practices, procedures and activities are in compliance with federal and state equal employment opportunity (EEO) statutes, rules and regulations.
3. The primary equal employment opportunity responsibilities rest with the equal employment opportunity officer. The equal employment opportunity officer also has the responsibility of the Americans with Disabilities Act (ADA) coordinator. The General Manager shall designate the equal employment opportunity officer.
4. Employees or applicants who believe they are being discriminated against because of their race, color, religion, age, gender, pregnancy, sexual orientation, marital status, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard, as well as those who believe they have witnessed another employee being discriminated against are strongly urged to bring the situation to the attention of management.
5. Employees or applicants who believe they are being discriminated against, or have witnessed another employee being discriminated against, should take action immediately by:
  - a) Reporting the conduct as soon as possible to any supervisor or manager with whom they feel they can talk, or with the District’s equal employment opportunity officer.
  - b) When an employee or applicant is concerned about the actions of the equal employment opportunity officer, the report can be made to the General Manager.
6. Supervisors or managers shall immediately report all allegations or complaints of discrimination or observations of such conduct to the equal employment opportunity officer regardless of how the supervisor or manager learned of the alleged conduct, and whether or not the employee involved is in the supervisor's or manager's department. A supervisor's or manager's failure to immediately report such activities, complaints or allegations will result in discipline up to and including termination.
7. All allegations or complaints of discrimination shall be promptly investigated. Unless otherwise provided in Nevada or federal law, all investigations shall be confidential. Information obtained will be released only on a need-to-know basis or as required by law. All employees questioned as part of an investigation will be expected not to discuss the matter with others, with the exception of providing information to regulatory agencies. The District treats all allegations or complaints of discrimination seriously and all employees are expected to be candid and truthful during the investigation process. If evidence arises that a participant in the investigation has made intentionally false statements, the employee will be disciplined up to and including termination.
  - a) If it is determined that discrimination has occurred, the District will take remedial action commensurate with the severity of the offense. This remedial action may include, but is not limited to, verbal and/or written reprimands, counseling, transfers, suspension without pay, and/or termination. Action will also be taken to deter any future discrimination.
  - b) With regard to disability related complaints, the equal employment opportunity officer (when appropriate, working with the General Manager and/or the complainant) shall propose a

resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the equal employment opportunity officer determines, after consultation with the General Manager, that such accommodation is required by state or federal regulations, and that such accommodation can reasonably be made.

8. The District will not tolerate any retaliation by management or any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he is being retaliated or discriminated against in any manner whatsoever as a result of having filed a complaint should immediately notify the person that took the initial report from the employee.
9. It shall also be the policy of the District to comply with all applicable provisions of title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act as amended, the Genetic Information Nondiscrimination Act of 2008, the Nevada Revised Statutes on equal opportunities for employment<sup>1</sup>, Nevada Revised Statutes regarding National Guard service<sup>2</sup>, and any other federal, state, and local statutory provisions that apply.
10. No provision of this policy shall be construed to preclude any affirmative action plan or amendment thereof which may be adopted by the District.

### **POSTING OF JOB OPENINGS**

All positions that become available within the District must be posted in all departments for a minimum of 5 days prior to posting to the public, unless otherwise approved by the Board of Directors. Posting of the notice will include qualifications, salary range, and responsibilities.

### **INDUSTRIAL ACCIDENTS/INJURIES SUSTAINED DURING EMPLOYMENT**

The District provides industrial insurance for job-related injuries to its employees.

Whenever any job-related accident occurs to any employee, he shall immediately report the accident and the injury resulting therefrom to the District's office and his supervisor. In those instances requiring immediate medical attention, notification may be made as soon as possible following treatment or by the employee's supervisor or representative if the injury results in hospitalization.

Accumulated sick leave may be utilized in conjunction with on-the-job injuries in an amount which, when added to Worker's Compensation, will not be greater than the employee's regular pay.

### **PRIVATE WORK USING DISTRICT FACILITIES AND EQUIPMENT**

Neither employees nor any other persons will be allowed to perform private work of any nature utilizing District equipment and or the office/shop compound facilities.

### **SECONDARY OR OUTSIDE EMPLOYMENT**

Employees are encouraged not to seek secondary employment. If outside employment is obtained, it cannot create a conflict with employment at the District.

1. District overtime shall take precedence over any outside employment.
2. Outside employment shall be reported to the employee's immediate supervisor.
3. Outside employment shall not interfere with the employee's work performance at the District.

The District will not provide medical benefits or sick leave for injuries or sickness resulting from outside employment.

**ANTI-HARASSMENT**

1. *Policy.* The District promotes a productive work environment and does not tolerate verbal, physical, written, or graphical conduct/behavior(s) that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment based on that person's race, color, religion, age, gender, pregnancy, disability, national origin, ancestry, sexual orientation, marital status, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, or membership in the Nevada National Guard and any other basis made unlawful by any applicable law or ordinance or regulation.
2. *Scope.* This policy applies to all persons involved in the operations of the District and prohibits such conduct/behavior(s) by any employee, including supervisors and coworkers, any customer or client of the District, and any vendor, contractor, or other service provider at the District's facilities.
3. *Conduct considered harassment.* Conduct that is illegal harassment, including sexual harassment, is inappropriate, offensive and will not be tolerated by the District. Examples of harassment include, but are not limited to:
  - a) Verbal conduct such as jokes, epithets, derogatory comments, slurs, degrading or suggestive words or comments, unwanted sexual advances, invitations, or sexually degrading or suggestive words or comments;
  - b) Offensive gestures, expressions and graphics including leering, obscene hand, finger, or body gestures, sexually explicit drawings, derogatory posters, photography, cartoons, drawings or gestures, or displaying sexually suggestive objects or pictures;
  - c) Offensive written communication including notes, letters, notices, e-mails, texts, or any other offensive message sent by electronic means;
  - d) Physical contact when the action is unwelcomed by recipient including brushing up against someone in an offensive manner, unwanted touching, impeding or blocking normal movement, or interfering with work or movement;
  - e) Expectations, requests, demands, or pressure for sexual favors;
  - f) Retaliation for opposing, reporting or threatening to report harassment, or for participating in a harassment investigation, proceeding or hearing.
4. *Employee responsibilities.* Employees who believe they are personally being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s), as well as those who believe they have witnessed another employee being subjected to these conducts/behaviors, should immediately:
  - a) Identify the offensive conduct/behavior to the alleged harasser and request that the behavior cease. Note: An employee is not required to talk directly to the harasser or to the employee's supervisor if an employee feels uncomfortable in doing so. It is critical, however, that the employee contact one of the individuals listed below (in subsection 4(2) of this section) if s/he believes s/he is being targeted or has witnessed what the employee believes to be prohibited conduct/behavior(s) directed to or committed by another employee(s), client(s), customer(s), vendor(s), volunteer(s), contractor(s), etc.
  - b) If the employee feels uncomfortable in speaking directly to the alleged harasser or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the conduct/behavior(s) as soon as possible to a supervisor or manager with whom s/he feels s/he can talk about the problem, or the District's equal employment opportunity officer (the name and telephone number of this

individual is provided on posters placed on bulletin boards at the District's work sites). Employees may also report the conduct to the General Manager.

- c) When the complaint is against the equal employment opportunity (EEO) officer, it may be reported directly to the General Manager. The General Manager will designate an independent person to handle the complaint resolution process.
  - d) An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by his/her immediate supervisor is required to report the incident to the EEO officer.
  - e) Applicants who have concern regarding violations of this policy are encouraged to contact the designated EEO officer.
5. *Supervisor/manager responsibilities.* Supervisors or managers shall immediately report all complaints, or allegations of harassment or observations of such conduct to the equal employment opportunity officer regardless of how the supervisor or manager learned of the suspected incident, and whether or not the employee is in the supervisor's department. The information reported must include:
- a) The person(s) involved, including all witnesses;
  - b) A written record of specific conversations held with the accused and any witnesses; and
  - c) All pertinent facts, including date(s), time(s), and location(s).

A supervisor's or manager's failure to immediately report such activities, complaints or allegations will result in discipline up to and including termination. Supervisors and managers shall take timely and reasonable affirmative action to protect employees from instances of harassment.

6. *Investigation.* All complaints or allegations of prohibited conduct/behavior(s) shall be promptly investigated. The District will make efforts to ensure that all investigations are kept as confidential as reasonably possible. Employees will be strongly advised to refrain from discussing the subject content with others, particularly while the investigation is in progress. Employees may be required to provide information to regulatory agencies and/or the employee's union representative or attorney. Information obtained will be released only on a need-to-know basis or as required by law.

The individual filing the complaint as well as the individual against whom the complaint was made will be made aware of whether the allegations of policy violations were substantiated or not. All employees questioned as part of an investigation will be expected not to discuss the matter with others, with the exception of providing information to regulatory agencies. The District treats all complaints or allegations of harassment seriously and all employees are expected to be candid and truthful during the investigation process. If evidence arises that a participant in the investigation has made intentionally false statements, the employee will be disciplined up to and including termination. If it is determined that a violation of this policy has occurred, the District will take remedial action commensurate with the severity of the offense. This remedial action may include, but is not limited to, verbal and/or written reprimands, counseling, transfers, suspension without pay, and/or termination. Action will be taken to deter any future conduct/behavior(s) from occurring.

7. *Prohibition against retaliation.* The District will not tolerate any retaliation by management or any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he is being retaliated or discriminated against in any manner whatsoever as a result of having filed a complaint should immediately notify the equal employment opportunity officer.

## **TIMESHEETS: REPORTING OF ATTENDANCE**

A timesheet must be received for each hourly employee. All hours worked must be recorded in detail on a daily basis; the employee is responsible for the accuracy thereof. Each timesheet will cover a period of two (2) weeks beginning with Sunday and ending at the close of work on the second Saturday thereafter.

If an hourly employee is absent from work at the end of the pay period and his timesheet is not complete, his/her supervisor shall complete the timesheet on the employee's behalf. As soon as the employee returns to work, his/her signature must be obtained on the timesheet.

Interference in any manner with any other employee's timesheet by non-supervisory personnel will be cause for disciplinary action.

### **ANNUAL PERFORMANCE EVALUATION**

It is the District's policy to annually review each employee in terms of, but not limited to, (a) job understanding; (b) job performance; (c) job productivity; (d) dependability, and (e) cooperation. Such reviews will be performed on or before the anniversary of the employee's hire date by the appropriate supervisor with review thereof by the project manager. Failure by a supervisor to perform an evaluation should be brought to the direct attention of the Project Manager.

Promotions and merit increases will be recommended by supervisory staff and approved by management with concurrence by the Board of Directors.

### **SIX-MONTH PROBATIONARY PERIOD FOR NEW EMPLOYEES**

It is the District's policy that each employee is hired on a probationary basis for the first six months of employment. The General Manager may extend the probationary period of any employee for an additional 5 months. At the end of the probationary period, the employee's supervisor will evaluate the employee's (a) job understanding, (b) job performance, (c) productivity, (d) dependability, and (e) cooperation. After the evaluation, the employee is then eligible for a merit increase of his/her current rate of pay.

Merit increases will be recommended by supervisory staff and approved by management with concurrence by the Board of Directors.

### **PAY CHECK AVAILABILITY**

Paychecks will be available in the District's office after 11:30 A.M. on Wednesday of the week following the close of the payroll period.

It may be that, from time to time as necessitated by District recognition of holidays, checks will be made available at an earlier date/hour. Personnel will be so notified in such instances.

Checks are to be picked up by the employee or, in those cases where the office has received prior written authorization, by the employee's designated representative.

### **GENERAL PER DIEM**

Except with regard to specified per diem rates, the following general per diem rates shall apply for all District employees, managers, and directors:

Per Night Lodging:      \$93.00      Per day meals:      \$51.00

### **SPECIFIED PER DIEM RATES WITHIN NEVADA**

<u>Destination</u>	<u>County</u>	<u>Meal Rate</u>	<u>Lodging Rate</u>
Incline Village/Reno/Sparks	Washoe	\$64.00	\$105.00
South Lake Tahoe	Douglas	\$64.00	\$105.00
Las Vegas	Clark	\$64.00	\$106.00

**PER DIEM RATES FOR OTHER CITIES IN NEVADA**

When traveling to a city in Nevada that does not have a specified per diem rate, the general per diem rates shall apply.

**REIMBURSEMENT FOR MILEAGE**

The rate of reimbursement for mileage, when an employee, manager, or director, uses his or her personal vehicle for District business activity only, the rate is 54.5 cents per mile.

The rate of reimbursement for mileage, when an employee, manager, or director, uses his or her personal vehicle for combined District and personal activity is 27.25 cents per mile.

Use of personal vehicles is allowed only to the extent that District owned vehicles are not available for use.

**EDUCATIONAL TUITION REIMBURSEMENT**

The District will reimburse any employee the tuition fees for a college course, which directly relates to the employee's job. Upon recommendation of the employee's supervisor, the Project Manager can authorize reimbursement subject to the following conditions:

1. The employee must present evidence of completion of the class with a grade of "C" or better;
2. The course is not to be taken during the employee's regular daily work hours;
3. The course must be approved by the Project Manager;
4. The employee must remain with the District for one year after the completion of the class. If the employee leaves the District within one year of completion of the course, the fees will be refunded to the District from his final check.
5. If the employee does not complete the class or has a grade below a "C", the amounts of the fees are to be refunded to the District.

**FAMILY AND MEDICAL LEAVE**

The Family and Medical Leave Act of 1993 requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Unpaid leave must be granted for any of the following reasons: to care for the employee's child after birth, or placement for adoption or foster care; to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or for a serious health condition that makes the employee unable to perform the employee's job.

At the employee or employer's option, certain kinds of paid leave may be substituted for unpaid leave. The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met. The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable". The District may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness of duty report to return to work.

For the duration of Family and Medical Leave Act leave, the employer must maintain the employee's health coverage under any "group health plan". Upon return from Family Medical Leave Act leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of Family Medical Leave Act leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

Family and Medical Leave Act makes it unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under Family and Medical Leave Act; or discharge or discriminate against any person for opposing any practice made unlawful by Family and Medical Leave Act or for involvement in any proceeding under or relating to Family and Medical Leave Act.

The U.S. Department of Labor is authorized to investigate and resolve complaints of violations. An eligible employee may bring a civil action against an employer for violations.

The Family and Medical Leave Act does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **FLEX TIME**

With the permission of the employee's supervisor, the employee may have personal time, "flex time", off during the workday to accomplish personal matters which will be made up at a time designated by the employee's supervisor. For example, if a personal matter requires the employee's attention during working hours and would have a minimal impact on the work of the District, then the employee, after consultation and approval by his supervisor, would be permitted to take care of the personal matter. The supervisor and the employee would then also agree when the employee would make up the time to the District.

The District hopes that this policy will foster a more cooperative and productive working relationship between the District and its employees.

### **CDL DRIVERS LICENSE EXAMS**

The District will pay for the physical exam required for CDL drivers, as and when required by Nevada Revised Statutes, for those employees who require such licenses in the course of their employment with the District. The physician will provide a copy, to the District, of the physical for District personnel files. The District has contracted with a local physician for the exams. If the employee would like to use his/her own physician, the District will reimburse amounts up to the contracted price. Anything over that amount will be the responsibility of the employee. (12/7/10)

### **FIREARMS**

The use and/or carrying of firearms, regardless of type, are strictly prohibited during hours of employment. Generally, "firearm" means any weapon from which a projectile may be propelled by means of explosive, spring, gas, air, or other force.

Any variance from this policy must have the Project Manager's written permission. (12/7/10)

**RESTRICTION ON OPERATING OR RIDING IN DISTRICT EQUIPMENT**

Only District employees are allowed to ride in or operate District construction & maintenance equipment. Any passengers in construction and maintenance equipment are to be limited to necessary transportation to and from the job sites.

Construction and maintenance equipment is considered to be all vehicles owned and operated by the District except the vans, pickups and automobiles used by management, supervisors, administration, and ditchriders.

**TOOL POLICY**

When a mechanic or carpenter is hired, that employee shall furnish the following set of tools with which to work his trade:

Mechanic: Socket set, 1/4, 3/8, 1/2 drive sets

End wrench set, combination 1/4 to 1-1/8

Screwdriver set, hacksaw, pliers, dikes, hammer, chisel, punches, Allen wrench set, feeler gauge, torque wrench

Carpenter: Hammer type squares (framing & TRI)

Hand saw, hacksaw, brace and bit, level, crescent wrench, dikes, wood chisel, pry bar

Any employee tools broken or lost as result of the performance of on-the-job duties on the District's behalf will be replaced by one of identical quality by the District. Evidence of loss must be provided and approved by the employee's immediate supervisor and the department supervisor. No tool will be replaced by the District, which has been lost or broken through negligence on the part of its owner.

Inventory Control – Specialty Tools

The District will supply specialty tools needed to adequately perform those duties required of the employee. The determination as to whether or not the tool is necessary shall be made by the supervisor of that department and if purchased shall remain, when not in use, in the supervisor's care. All such specialty tools are to be adequately identified as District property.

**DRIVER INSPECTION RESPONSIBILITY**

All trucks and trailers leaving the yard must be cleaned so that no rocks or gravel will be on the truck to fall or bounce off and cause damage to other vehicles and all other material should be properly tied or secured.

Trucks are to be completely legal and safe. (9/8/98)

Trucks and trailers loaded with earthen materials should be wetted prior to leaving the yard to avoid damage to other vehicles on the highway.

A claim for damages from rocks or other material falling off of a District vehicle must include the time, date, and exact location of the incident in order to verify it was a District vehicle. Without the license number or District vehicle number, a complete description of the District vehicle is also required when a claim has been filed. The damaged vehicle must be inspected by the Shop's supervisor, or designee as soon as possible after the damage has been done. (12/7/10)

**PHONES**

The District currently provides mobile phones, and Bluetooth headset devices for ditchriders, O&M crew and others for communications with water right owners, with other District employees and for other necessary communications.

Per this policy, and Nevada Law (NRS. 484B), the Bluetooth headset must be worn while using a mobile phone and operating a motor vehicle. In the event an employee receives or needs to make a call while operating a motor vehicle and does not possess a Bluetooth device or the headset becomes inoperative, they must pull off the travel lanes of the roadway in a safe location, to make or received the call. If an employee has texting privileges, they will at no time engage in texting or using any keyboard features of the device while operating a motor vehicle. Any and all traffic violation citations issued for using a mobile phone while operating a motor vehicle will be the responsibility of the employee to pay.

The phones are to be used for business purposes only and any personal long distance charges or feature usage charges are to be paid by the employee. (7/7/11)

In regard to the ditch rider employee, their mobile phones are to be available to make and receive calls at any time during their work shift. Phones shall be in the employee's possession and "on" during that employee's job duties. (12/7/10)

If circumstances require a land based phone, then the District will provide such additional phone and/or communication capability. (2/9/04)

### **COOPERATIVE ATTITUDE**

The Board of Directors wants to foster a safe, pleasant and cooperative work environment and to minimize ill-feelings amongst the District's employees. Harmonious relationships are not entirely a matter of rules but are the outgrowth of daily decisions, cooperation, friendliness, and team spirit.

In this regard, the Board is asking all employees to refrain from the use of abusive or foul language, criticism and open complaining remarks toward others in their job performance or their personal characteristics or personality. To achieve mutual respect in our working relationships we need to respect the rights and feelings of other employees and to treat everyone in a fair, honest, considerate and respectful manner.

In addition, the Board would ask everyone to refrain from making comments or remarks that could be interpreted or taken as being disparaging of any gender or ethnic class of people.

To enforce this policy, the employee's supervisor shall, upon the first infraction, talk to the employee who makes the inappropriate remark or who uses the language, which creates the friction and/or tension. Explain to that employee the policy against such use and the need for everyone to work cooperatively together. The second offense within 90 days shall result in a written reprimand with a warning that if the infraction occurs again within the following six (6) months the employee will be terminated.

\*attached is a form to be used in any written reprimand (09/08/98)

### **HIRING PROCEDURE**

#### **Vacated Position**

District management has the authority to hire replacement personnel as needed to fill a vacated position. (2/8/99)

#### **New Position**

All new positions shall be approved by the Board of Directors after review and recommendation by the Employee Relations Committee and the Finance Committee. (2/8/99)

**Posting of Job Openings**

All positions that become available within the District must be posted in all departments for a minimum of 5 days prior to posting to the public. Posting of the notice will include qualifications, salary range, responsibilities, and whether the position is full or part time. (12/7/99)

**Pre-Employment – Alcohol and Drug Testing**

All applicants, as a condition of employment, must submit to a urine test for drugs and alcohol. The District may choose not to require pre-employment test if the District can verify that the applicant has participated in a valid drug testing program within the preceding 30 days and while participating in that program was either tested within the past 6 months or participated in a random selection program for the previous 12 months. The District will verify that no prior employer of the driver or applicant has a record indicating alcohol or drug use within the previous 6 months.

All applicants, as a condition of employment, will be required to sign a release of information allowing Truckee-Carson Irrigation District to access past employment records relating specifically to any record indicating that the applicant had a positive alcohol or drug test or a refusal to test within the preceding two years. Any record of a positive alcohol or drug test or refusal to test will result in a withdrawal of the offer of employment. (08/09/99)

**DISMISSAL OF EMPLOYEE**

To dismiss or terminate an employee, after all disciplinary measures have been exhausted or a serious incident has been committed, a recommendation is made to the Project Manager by the affected employee’s immediate supervisor. The Project Manager, after careful consideration and review of the documentation that supports the supervisor’s recommendation, may terminate the employee. All permanent employees have a right to appeal the decision to the Board of Directors of the District. The decision of the Board of Directors is final. (12/7/10)

**RECOGNITION AWARDS**

<u>YEARS OF SERVICE</u>	<u>STONE</u>	<u>AWARD CHOICE</u>
10 Years	Ruby	Pin (Logo emblem)
15 Years	Sapphire	Most likely choice has been Gerber knife or belt buckle with emblem (man’s choice) Charm/Brooch mounted on pin or chain with emblem (women’s choice)
20 Years	Emerald	Choice with emblem
25 Years	Diamond	Choice with emblem
30 Years	Choice	Choice with emblem

After 15 years of service, a pin with logo emblem with stone can be chosen to be attached to gift (value of gift not to exceed \$75.00)

After 20 years of service, a pin with logo emblem with stone can be chosen to be attached to gift (value of gift not to exceed \$125.00)

After 25 years of service, a pin with logo emblem with stone can be chosen to be attached to gift (value of gift not to exceed \$175.00)

After 30 years of service, a pin with logo emblem with stone can be chosen to be attached to gift (value of gift not to exceed \$250.00)

If the employee would like to choose a gift of greater value than listed above, he/she can pay the difference in cost. (12/7/98)

The employee has the option to choose a gift or receive the cash equivalent. (03/08/99)

#### Retirement Gift

For an employee with at least 15 years of service with the District at retirement, the Board will allow for the purchase of a gift, up to \$100 for each five years of service. (08/08/01)

#### **TEMPORARY PUMP PERMITS**

As an added benefit for dedicated service to the District, current and former employees having a minimum of 10, continuous or intermittent, years of service are exempt from the payment of fees for temporary pump permits if otherwise eligible under Section E. This exemption is only applicable to those with an existing pump permit. Upon the expiration of existing permits, with a failure to renew, the exemption shall terminate. The intent of this policy is to provide for the sunset of exemptions.

#### **TOBACCO POLICY**

To promote a clean and healthy work environment for our employees, TCID prohibits smoking in District vehicles, equipment where posted, and buildings, except where residential housing is provided.

Employees who smoke outside of buildings will be responsible to keep the area clean.

Employees who refuse or fail to abide by this policy are subject to disciplinary action.  
(4/9/07)

#### **DISCIPLINARY GUIDELINES**

The District will use the principles of progressive Discipline. The following table is meant as a guide. As a guide, disciplinary action may be different from what is depicted depending on the severity of the offense and the discretion of management. (12/7/10)

MANAGEMENT POLICIES – SECTION K

<b>Infraction</b>	<b>1<sup>st</sup> Time</b>	<b>2<sup>nd</sup> Time</b>	<b>3<sup>rd</sup> Time</b>	<b>4<sup>th</sup> Time</b>
Assault on a supervisor or employee. See Article 8 of EA Agreement	Discharge			
Falsifying company records to include time sheets and water records. See Article 8 of EA Agreement	Discharge			
Fighting on duty or on District property. See Article 8 of EA Agreement	Discharge			
Possession of weapons or firearms on duty.	Discharge			
Removal of District records or release of confidential information.	Discharge			
Theft of TCID property or the property of another employee. See Article 8 of EA Agreement	Discharge			
Use of alcoholic beverages or illegal drugs on duty.	Discharge			
Reporting for work under the influence of alcohol or illegal drugs.	Discharge/Enrollment in EAP			
Insubordination by refusing a supervisor's order. See Article 8 of EA Agreement	3 day Suspension	Discharge		
Intentionally misusing or damaging District property or the property of another employee. See Article 23 of EA Agreement	3 day Suspension	Discharge		
Gambling on duty.	1 day Suspension	3 day Suspension	Discharge	
Leaving assigned work area without authorization.	1 day Suspension	3 day Suspension	Discharge	
Disregard of safety rules. See Article 12 of EA Agreement	Written Warning	3 day Suspension	Discharge	
Sleeping while on duty.	Written Warning	3 day Suspension	Discharge	
Threatening or intimidating other employees or supervisors. See Article 8 of EA Agreement	Written Warning	3 day Suspension	Discharge	
Unauthorized absence. See Article 8 of EA Agreement	Written Warning	3 day Suspension	Discharge	
Distribution of printed matter on duty without permission.	Verbal Warning	Written Warning	3 day Suspension	Discharge
Failure to properly use safety equipment. See Article 12 of EA Agreement	Verbal Warning	Written Warning	3 day Suspension	Discharge
Failure to report injury or accident. See	Verbal	Written	3 day	Discharge

MANAGEMENT POLICIES – SECTION K

Article 12 of EA Agreement	Warning	Warning	Suspension	
Inability or unwillingness to work cooperatively with other employees. See Article 8 of EA.	Verbal Warning	Written Warning	3 day Suspension	Discharge
Posting or removing notices without District approval.	Verbal Warning	Written Warning	3 day Suspension	Discharge
Smoking in unauthorized area.	Verbal Warning	Written Warning	3 day Suspension	Discharge
Unauthorized soliciting of contributions on duty.	Verbal Warning	Written Warning	3 day Suspension	Discharge
Failure to follow specified job instructions.	Written Warning	3 day Suspension	10 day Suspension	Discharge
Failure to obey State, Local and District traffic rules. See Article 12 of EA Agreement	Written Warning	3 day Suspension	10 day Suspension	Discharge
Creating scrap or poor quality work due to carelessness.	Written Warning	1 day Suspension	7 day Suspension	Discharge
Stopping work before end of shift. See Article 8 of EA Agreement	Written Warning	3 day Suspension	7 day Suspension	Discharge
Use of District or other employee's tools without permission. See Article 8 of EA Agreement	Written Warning	1 day Suspension	3 day Suspension	10 day Suspension
Creating or contributing to unsanitary conditions by poor housekeeping.	Verbal Warning	Written Warning	3 day Suspension	10 day Suspension
Stretching breaks or otherwise wasting time.	Verbal Warning	Written Warning	3 day Suspension	10 day Suspension
Tardiness without authorization. See Article 8 of EA Agreement	Verbal Warning	Written Warning	3 day Suspension	10 day Suspension

Three or more write ups for any combination of offenses in a 12 month period may result in discharge.

**EMPLOYEE WARNING REPORT**

Employee's Name \_\_\_\_\_ Date of Warning \_\_\_\_\_ Dept. \_\_\_\_\_ Shift \_\_\_\_\_

Clock or Payroll No. \_\_\_\_\_

Type of Violation	<input type="checkbox"/> Attendance	<input type="checkbox"/> Carelessness	<input type="checkbox"/> Disobedience	<b>W A R N I N G</b>	Violation Date: _____
	<input type="checkbox"/> Safety	<input type="checkbox"/> Tardiness	<input type="checkbox"/> Work Quality		Violation Time: _____ a.m. _____ p.m.
	<input type="checkbox"/> Other _____ _____				Place Violation Occurred: _____

<p><b>Company Statement</b></p>	<p><b>Employee Statement</b> Check Proper Box</p> <p><input type="checkbox"/> I concur with the Company's statement.</p> <p><input type="checkbox"/> I disagree with the Company's statement for the following reasons:</p> <p>I have entered my statement of the above matter.</p> <p>Employee's Signature _____ Date _____</p>
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**Warning Decision**

Approved By \_\_\_\_\_

Name	Title	Date
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<p>List All Previous Warnings Below When Warned And By Whom</p> <p>Previous Warning: <span style="float: right;">1<sup>st</sup> Warning</span>                  Date: _____                  Verbal: _____                  Written: _____</p> <p>Previous Warning: <span style="float: right;">2<sup>nd</sup> Warning</span>                  Date: _____                  Verbal: _____                  Written: _____</p> <p>Previous Warning: <span style="float: right;">3<sup>rd</sup> Warning</span>                  Date: _____                  Verbal: _____                  Written: _____</p>	<p style="text-align: center;">I have read this "warning decision" and understand it.</p> <p>Employee's Signature _____ Date _____</p> <hr/> <p>Signature of person who prepared warning _____ Title _____ Date _____</p> <p>Supervisor's Signature _____ Date _____</p> <p style="text-align: center;"><b>Copy Distribution</b></p> <p><input type="checkbox"/> Employee <span style="margin-left: 150px;"><input type="checkbox"/> Supervisor</span> <span style="margin-left: 150px;"><input type="checkbox"/> Foreman</span></p> <p><input type="checkbox"/> Personnel Dept.</p>
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