



# **Doña Ana Mutual Domestic Water Consumers Association**

## **EMPLOYEE HANDBOOK**

Effective July 1, 2019

## **Vision Statement**

**Our vision is to be the champion in ensuring quality of life for a greater community by providing, protecting, and extending water and sanitation services through excellence in leadership.**

## **Mission Statement**

**Doña Ana Mutual Domestic Water Consumers Association is committed to provide quality water and sanitation services for members of our community.**

## Introductory Statement

This Handbook is designed to acquaint you with **Doña Ana Mutual Domestic Water Consumers Association** (“the Association”) and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the **Association** to benefit employees. It is not intended to be comprehensive or address all possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Executive Director or their designee.

This Handbook supersedes all previous manuals or handbooks. Please sign the acknowledgment form at the back of this Handbook and return it to the Executive Director or their designee. This provides the Association a record that you received and reviewed the Handbook

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*The policies and guidelines set forth herein do not, in any way, alter the at-will nature of the employment relationship that employees have with Doña Ana Mutual Domestic Water Consumers Association. The Association may change any of these policies or guidelines at any time without prior notice to employees.*

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## **NATURE OF EMPLOYMENT**

This Handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind.

In order to retain necessary flexibility in the administration of policies and procedures, the Association reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this Handbook, except for its policy of employment-at-will for probationary employees.

**The nature of employment is subject to a one-year probationary period from the date of hire. All new or rehired employees work on a probationary at-will basis for one-year from the date of hire. Any excused absence of more than three days will automatically extend a probationary period by the length of the absence. There shall be no unexcused absences during the probationary period. The Association uses this period to evaluate employee capabilities, work habits, and overall performance. Probationary at-will employees may be terminated by the Association at any time, with or without cause or notice.**

**All employees with more than one-year employment with the Association will be deemed regular full-time employees eligible for accrual of benefits. Regular full-time employees may be terminated by the Association only for just cause and with notice pursuant to the policies and procedures outlined in this Handbook. The policies and procedures set forth herein may be revised or eliminated at any time and for any reason by action of the Board of Directors.**

**All requirements or goals of the Association set forth in this Handbook are subject to approved budgets of the Association and the availability of funds to the Association. No one has authority to alter this relationship except by written agreement signed by the Executive Director of the Association.**

**Employees are advised that disciplinary action up to and including termination may result if any policy or work rule within this Handbook is violated.**

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Association prohibits discrimination in any form on the basis of age, race, color, religion, sex, national origin, ancestry, physical or mental handicaps, serious medical conditions, disability, spousal affiliation, citizenship, sexual orientation, gender identity or veteran status, military service, or obligation or any other legally prohibited criteria. This policy of nondiscrimination applies to employment practices and procedures including:

- ◆ Opportunities for training;
- ◆ Opportunities for placement, transfer, promotion and upgrading;
- ◆ Rates of pay and other forms of compensation including benefits;
- ◆ Disciplining, downgrading, layoff and termination of employment;
- ◆ Use of organization facilities and participation in organization activities; and
- ◆ An opportunity to work in an environment free from unlawful harassment.

## **Equal Employment Opportunity**

It is the policy of the Association to ensure equal employment opportunity without discrimination or harassment on the basis of age, race, color, religion, sex, national origin, ancestry, physical or mental handicaps, serious medical conditions, disability, spousal affiliation, citizenship, sexual orientation, gender identity or veteran status, military service or obligation, genetic information or any other characteristic protected by law. The Association prohibits any such discrimination or harassment.

## **Harassment–Nondiscrimination/Anti-Harassment Policy and Complaint Procedure**

The Association is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Association expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment. Accordingly, the Association will not tolerate any form of harassment against co-employees, whether by executives, managers, co-workers, the Association’s vendors or other third parties. Likewise, harassment of or by our clients/customers, vendors or other third parties by associates is prohibited by this policy. Employees have a responsibility under this policy to make it known promptly, through the avenues identified herein, whenever they experience or witness harassment or offensive behavior.

The conduct prohibited by this policy includes any verbal or physical conduct that may reasonably be perceived as denigrating or showing hostility toward an individual because of the individual’s race, color, religion, gender, national origin, age, veteran status, sexual orientation, disability, genetic information or other status protected by law. Among the types of conduct prohibited by this policy are epithets, slurs, negative stereotyping and intimidating acts based on an individual’s protected status and the circulation or posting of written or graphic materials that show hostility toward an individual because of his or her protected status.

Even when the conduct is not sufficiently severe or pervasive to constitute actionable harassment, the Association prohibits such conduct in the workplace. Further, this policy prohibits any conduct that could be perceived as harassment by an employee, even though such conduct is not directed at the employee’s protected status. Such conduct includes behavior that is disrespectful of others or is designed to taunt, humiliate, ridicule, isolate or embarrass another employee or interfere with the employee’s ability to do his or her job.

## **Sexual Harassment**

Sexual harassment is a problem that deserves special mention. Sexual harassment includes unwelcome sexual advances, requests for sexual favors and all other verbal or physical conduct whereby submission to such conduct becomes a term or condition of employment, the basis for an employment decision or creates an intimidating, hostile or offensive working environment.

No supervisor or manager has the authority to grant or deny promotions or force any change in job status on the basis of provision or denial of sexual favors. Same-sex sexual harassment is also



specifically prohibited by this policy. Sexual harassment is not limited to explicit demands for sexual favors, but also may include such actions as sexually-oriented kidding, teasing or jokes; repeated offensive sexual flirtations, advances or propositions; obscene or sexually oriented language or gestures; display or circulation of obscene or sexually oriented printed or visual materials and offensive physical contact such as grabbing, patting, pinching or bruising against another's body.

Any hostile conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in the harassment and the individual being harassed are of the same or different genders. This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation.

### **Reporting and Investigation**

Any employee who witnesses or experiences conduct that he or she believes to be inconsistent with this Equal Employment Opportunity policy must report that conduct promptly to his or her manager, any Supervisor, the Executive Director or any member of management. Employees in those situations should take every possible step to make sure that their concerns are reported to one or more of the persons specified above. Only they are authorized to receive and act upon complaints of unlawful harassment or discrimination. This complaint procedure is specifically designed so that employees have a mechanism for bypassing a supervisor he or she believes is engaged in prohibited conduct under this policy. Employees are also expected and encouraged to inform others in the workplace that their conduct is unwelcome or offensive.

All reports describing conduct that is inconsistent with this policy will be promptly and fully investigated. Confidentiality will be maintained to the fullest extent possible given the needs of the investigation. Corrective action will be taken when found appropriate. Violations of this policy, as well as any inappropriate conduct that may be found in investigating reports made under this policy, may result in disciplinary action up to and including termination of employment, even if no unlawful harassment occurred.

Employees who report harassment or discrimination, register a complaint pursuant to this policy or participate in an investigation of harassment or discrimination are protected from any form of retaliation. Intentionally providing false information in a report of harassment may result in disciplinary action up to and including termination.

### **Americans with Disabilities Act**

The Association is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA") and the Americans with Disabilities Act Amendments Act ("ADAAA") (collectively referred to as "the ADA"). It is the organization's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, the Association will provide reasonable accommodations to a qualified individual with a disability, as defined by

the ADA, who has made the Association aware of his or her disability where possible, provided that such accommodation does not constitute an undue hardship on the Association.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact any member of Management. The Association encourages individuals with disabilities to come forward and request a reasonable accommodation.

On receipt of an accommodation request, any member of management and a supervisor will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Association might make to help overcome those limitations.

The Association will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the Association's overall financial resources and organization and the accommodation's impact on the operation of the Association, including its impact on the ability of other employees to perform their duties and on the Association's ability to conduct business.

The Association will inform the employee of its decision on the accommodation request.

The ADA does not require the Association to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items. An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify any member of management. All such inquiries or complaints will be treated as confidential to the fullest extent possible.

### **No Retaliation**

Consistent with its Equal Employment Opportunity policy, the Association encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the Association to promptly and thoroughly investigate such reports. The Association prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors. Individuals making complaints must be cautious to avoid baseless allegations; employees who intentionally make false allegations are subject to disciplinary action in accordance with the Association policies.

### **Individuals and Conduct Covered**

These Equal Employment Opportunity policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to the Association (*e.g.*, an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

## **IMMIGRATION REFORM AND CONTROL ACT OF 1986**

In compliance with the Immigration Reform and Control Act of 1986 (IRCA), the Association will hire only individuals legally authorized to work in the United States. Therefore, the Association requires that all employees complete the Form I-9 no later than their first day of employment and provide all documentation legally required at that time. Employees working under temporary permits are required to keep their work status current. Whenever employees have any status change affecting their work authorization, they must notify a member of the management team immediately. If an employee is no longer legally able to work in the United States (for example- expiration or revocation of permit/visa) the Association can no longer employ him/her.

## **EMPLOYEE MEDICAL EXAMINATIONS**

All applicants for employment with the Association are required to undergo a pre-employment drug test, alcohol screening, and a background investigation following a contingent offer of employment. A health professional of the Association's choice will perform the drug test and alcohol screening at the Association's expense. Employment is contingent upon satisfactory results of the tests, and investigation.

Operations staff will be required to receive vaccinations as designated by the Association. An employee may be exempted from the vaccination requirement for up to one year on health or religious grounds, upon submission of either: a certificate of a duly licensed physician stating that the current physical condition of the employee is such that immunization would seriously endanger his/her health, or an affidavit or written and signed affirmation from an officer of a recognized religious denomination that the employee is a bona fide member of a religious group whose religious teaching requires reliance upon prayer or spiritual means alone for healing, or does not permit the administration of vaccine or other immunizing agent. The exemption must be renewed each year.

## **PERSONNEL RECORDS AND PERSONAL DATA CHANGES**

It is important that employee personnel files contain current information regarding each employee. Employees should inform the administration immediately whenever there is a change in personal information such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency, educational accomplishments and other personal data. Employees whose duties include driving shall notify the Association of any changes in medication, citations or changes in driving record in writing. Personnel files are the property of the Association

## **EMPLOYMENT APPLICATIONS**

The Association relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment.

Any misrepresentations, falsifications, or material omissions in any of this information or data provided may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## **EMPLOYMENT CATEGORIES**

**Regular Full-Time Employees** are those who are regularly scheduled to work more than thirty-two (32) hours in a workweek. Such employees are eligible to accrue and use benefits provided herein upon successful completion of any preliminary period(s).

**Part-Time Employees** are those who are hired and regularly scheduled to work thirty-two (32) hours, or less, in a workweek. This category is not eligible for leave or other benefits.

**Temporary or Contract employees** are assigned to work with the Association but are not eligible for any employee benefits and should check with their own employer (the temporary employment agency) with regard to their employers' policies and procedures. This category is not eligible for leave or other benefits.

## **CONFLICT OF INTEREST POLICY**

A conflict of interest may exist when the interests or potential interests of any director, officer, or employee, or that person's close relative, or any individual, group, or organization to which the person associated with the Association has allegiance, may be seen as competing with the interests of the Association, or may impair such person's independence or loyalty to the Association. A conflict of interest is defined as an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any director, officer or employee in a manner that is adverse to the interests of the Association. This policy is directed not only to Board members and officers, but to all employees of the Association.

There exists between the Association and its board, officers and employees a fiduciary duty that carries with it a broad and unbending duty of loyalty and fidelity. The board, officers and employees have the responsibility of administering the affairs of the Association honestly and prudently and of exercising their best care, skill and judgment for the sole benefit of the Association. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with the Association or knowledge gained there from for their personal benefit. The interests of the Association must have the first priority in all decisions and actions.

Conflicts of interest may arise in the relations of directors, officers and employees with any of the following third parties:

- Persons and firms supplying goods and services to the Association
- Persons and firms from whom the Association leases property and/or equipment
- Persons and firms with whom the Association is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities or other property
- Competing or affinity organizations
- Donors and others supporting the Association

- Recipients and grants from the Association
- Agencies, other organizations and associations that affect the operations of the Association
- Family members, friends and other employees

A material conflicting interest may be defined as an interest, direct or indirect, with any persons and firms mentioned above. Such an interest might arise, for example, through:

- Owning stock or holding debt or other proprietary interests of more than 5% in any third party dealing with the Association
- Holding office, serving on the board, participating in management or being otherwise employed (or formerly employed) by any third party dealing with the Association
- Receiving remuneration for services with respect to individual transactions involving the Association
- Using the Association's time, personnel, equipment, supplies or goodwill other than for approved Association activities, programs and purposes
- Receiving personal gifts or loans from third parties dealing with the Association. Receipt of any gift is disapproved except gifts of nominal value that could not be refused without discourtesy. No personal gift of money should ever be accepted.

The areas of conflicting interest listed above and the relations in those areas that may give rise to conflict listed herein are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the trustees, officers and employees will recognize such areas and relation by analogy.

The fact that one of the interests described above exists does not necessarily mean that a conflict exists or that the conflict if it exists is material enough to be of practical importance, or if material that upon full disclosure of all relevant facts and circumstances that it is necessarily adverse to the interests of the Association.

However, the existence of any of the interests described above shall be disclosed on a timely basis and always before any transaction is consummated. It shall be the continuing responsibility of board members, officers and employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

Directors having a conflict of interest with the Association shall notify the Board Chair of such conflict. Employee disclosures should be made to the Executive Director or their designee, who shall determine whether a conflict exists and is material, and if the matters are material, will bring them to the attention of the Board or designated committee.

The Board shall determine whether a conflict exists and is material and in the presence of an existing material conflict, whether the contemplated transaction may be authorized as just, fair and reasonable to the Association. The decision of the Board on these matters will rest in its sole discretion and its concern must be the welfare of the Association and the advancement of its purpose.

The minutes of the next meeting of the Board or its committee shall reflect that the conflict of interest was disclosed, that the interested did not vote.

Transactions with related parties may be undertaken only if all of the following are observed:

- A material transaction is fully disclosed in the audited financial statements of the organization;
- The related party is excluded from the discussion and approval of such transaction;
- A competitive bid or comparable valuation exists; and
- The Association's Board has acted upon and demonstrated that the transaction is in the best interest of the Association.

All employees will be asked to complete a certification upon becoming employed and on an annual basis thereafter regarding agreement with the policy and disclosure of any known conflicts of interest. Likewise, each Director will be asked to complete such a certification of agreement.

## **SECURITY AND CONFIDENTIAL INFORMATION**

The security of employees, employee property, customer information and Association property is of vital importance to the Association. All employees share responsibility to ensure that proper security is maintained. Any breach of security should be reported promptly to a supervisor or to the Executive Director or their designee.

Association property includes not only tangible property, like computers and equipment, but also intangible property such as information. Of particular importance are proprietary information and confidential information. Proprietary information includes all information obtained by the Association employees during the course of their work. These policies, for example, contain proprietary information. Confidential information is any Association information that is not known generally to the public or industry. Customer information and files, personnel files, computer records, financial and marketing data, formulas and trade secrets are examples of confidential information.

Employees may not disclose or use proprietary or confidential information except as their jobs require. Employees should ensure that no conversation or personal communication, either at or away from work, gives any third-party access to any proprietary or confidential information of the Association. Reasonable precautions shall be used to protect sensitive information that is transmitted utilizing the Association's services and to protect the Association's and client/customer's information by adhering to the following:

- Employees may only access employee/customer information that is essential to the performance of job specific responsibilities.
- Employees are not authorized to access, utilize, discuss, copy, distribute or retain any employee or customer information that is not necessary for the performance of specific job responsibilities.
- No employee or customer information of any nature should be visible to other office personnel who do not share job functions.

- No personally identifiable employee or customer information should be left unattended or left visible on an employee's workstation or computer monitor when the employee is not present.
- Employees should not divulge any other employee's or customer's information of any nature to any third party, unless directed to do so by the employee whose information is requested.
- Employees must shred any printed personal employee or customer information and it should not be disposed of in common trash containers.
- Employees may never remove any employee or customer files or information from the Association's offices without the express permission of the Executive Director.
- Employees must ensure that customers calling to inquire about their information are able to provide information that clearly establishes their identity before giving them any information.

Nothing in this policy should be construed or interpreted to restrict an employee's rights under Section 7 of the National Labor Relations Act. Any employee with questions about this policy may seek the advice of a supervisor, the Executive Director or their designee. Employees who have remote access privileges are governed by these same security policies. Anyone who violates these policies may be subject to discipline, discharge and/or legal action.

## **PERFORMANCE EVALUATIONS**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted on an annual basis, at the end of each fiscal year and as scheduled by the supervisor. This period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the position.

## **EMPLOYEE BENEFITS**

### **Vacation Leave Benefits**

Vacation Leave, which is time off with pay, is available to regular, full-time employees.

The amount of paid vacation time employees receives each year increases with the length of their employment as shown in the following schedule:

- Before five (5) years of eligible service, the employee is entitled to accrue ten (10) vacation days each year.
- After five (5) years of eligible service, the employee is entitled to accrue fifteen (15) vacation days each year.
- After eleven (11) years of eligible service, the employee is entitled to accrue twenty (20) vacation days each year.

Vacation leave accrues each pay period, at the rate applicable to the employee. For example, an employee with less than five (5) years of eligible service will accrue vacation leave at the rate of

3.0769 hours per pay period. After five (years) of eligible service, leave will accrue at a rate of 4.6154 hours per pay period. After eleven (11) years of eligible service, leave will accrue at a rate of 6.1538 hours per pay period. Maximum accrual of annual leave shall amount to no more than 80 hours plus that amount earned in the current leave year. All annual leave accrued in excess of 80 hours at the completion of the leave year will be forfeited without compensation to the employee. Upon termination of employment, the Association will compensate an employee for unused accrued vacation leave up to a maximum of 80 hours, at the hourly rate applicable to that employee at the time of termination, unless the employee has failed to complete one year of service.

Employees can request use of vacation leave after it is earned and accrued, except that a new employee cannot use accrued vacation leave until after one full year of full-time employment. Paid vacation time can be taken in minimum increments of one hour. To take vacation time off, employees should request vacation three (3) days in advance of the time to be taken, for approval from their supervisor(s). Employee annual leave requests will be reviewed based on a number of factors, including business needs and staffing requirements. Employees are encouraged to take accrued vacation leave within their benefit year.

Vacation Leave is paid at the employee's base pay rate at the time of vacation. It does not include overtime.

For any employee who has accrued unused vacation benefits prior to adoption of this policy, the accrued time shall remain available to the employee. For supervisors, approval of requested vacation leave must be obtained from the Executive Director. The Executive Director must get approval from the Board Designee.

### **Holidays**

The Association will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans' Day (November 11)
- Thanksgiving (Fourth Thursday of November)
- Day after Thanksgiving (Fourth Friday of November)
- Christmas Eve (December 24)
- Christmas (December 25)

The Association will grant paid holiday time off to regular full-time employees. Holiday pay will be calculated based on the employee's regular time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would otherwise have worked on that day. To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.



A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. Paid time off for holidays will be counted as hours worked for the purposes of determining whether overtime pay is owed.

- Holiday time off in conjunction with vacation leave is allowed provided:
  1. An employee submits a written request two (2) weeks prior to the holiday and receives supervisory approval;
  2. A verified emergency occurs affecting the health and welfare of an immediate family member. (The Association defines immediate family as the employee's spouse, parent, child, sibling, employee's spouse's parent, child or sibling; the employee's child's spouse; grandparents or grandchildren; stepfather, stepmother, or stepchildren, or any in-law at any of these levels.)
- Management may approve an employee's request to take holiday time off in conjunction with vacation leave, depending on the needs of the Association.
- Holiday pay in conjunction with sick leave qualifies only if sick leave is verified with a physician's statement.

### **Workers' Compensation Insurance**

The Association provides comprehensive workers' compensation insurance at no cost to employees; the insurance generally covers injuries or illnesses sustained in the course of employment that requires medical, surgical, or hospital treatment. Employees who sustain work related injuries or illnesses should inform their supervisor immediately. **No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.**

Eligible employees may be allowed to use accrued benefits combined with worker's compensation insurance benefits, if the employee's regular rate of pay is not exceeded.

### **Sick Leave**

The Association provides paid sick leave to regular full-time employees for periods of temporary absence from work due to illness or injuries. Sick leave may be used when an employee is genuinely ill. Any employee who reports for work and who is, in the judgment of a supervisor, too ill to work or endangers the health of customers or other employees may be sent home by a supervisor; the employee must use the employee's available, accrued sick leave will be considered as "leave without pay" or will be required to use vacation leave if the employee has no accrued sick leave at that time.

An employee will accrue sick leave at the rate of one day per full month of full-time employment service. Sick leave will be credited to an employee's sick leave account at the end of each month. Sick leave can only be used with appropriate notification to the employee's supervisor. A new employee accrues sick leave from the first date of employment but cannot use accrued sick leave unless and until the employee has completed ninety calendar days of full-time employment.

Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave for an absence due to their own illness or injury and may use sick leave to attend to an immediate family member.

The Association defines immediate family as the employee's spouse, parent, child, sibling, employee's spouse's parent, child or sibling; the employee's child's spouse; grandparents or grandchildren; stepfather, stepmother, or stepchildren, or any in-law at any of these levels.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor and/or the designees before the scheduled start of their workday if possible but no later than fifteen (15) minutes before the start of the workday. The direct supervisor must also be contacted before the start of each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the illness or injury which prevented the employee from working and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well (i.e., sick leave used in conjunction with holidays, vacation, or weekends) and may be required as a condition to receiving paid sick leave. Before returning to work from a sick leave absence of three (3) calendar days or more, an employee must provide a physician's verification that he or she may safely return to work.

Benefits will be calculated based on the employee's base pay rate at the time of absence.

Sick leave is intended solely to provide income protection in case of illness or injury. The employee may be required to provide proof of illness by a physician

Whenever an employee has been absent from duty because of an injury off the job or prior to the onset of workers' compensation coverage, or has been absent from duty for three (3) or more consecutive workdays, employee shall present to his supervisor a written statement from a physician confirming the employee's ability to return to his/her regular job duties, or setting forth any limitations on his/her ability to work. The Health Provider shall notify the employee's supervisor of any limitations on the employee's ability to work and the supervisor shall determine if any work is available consistent with the physical limitations.

An employee may use sick leave for his/her own illness or to visit a doctor, laboratory or other medical facility and may also use sick leave to stay home and care for an immediate family member. Supervisors may require a physician's statement or request that other care giving arrangements be made. *When an employee becomes ill while on annual leave, sick leave can be substituted for annual leave only upon presentation of a physician's written statement.*

An individual employee's unused sick leave may be accumulated up to 480 accrued hours. Sick leave beyond 480 hours is lost if not used. Accrued sick leave balances may be carried over from calendar year to calendar year, but never in excess of 480 accrued hours. No payment for accumulated unused sick leave will be made by the Association.

### **Time Off to Vote**

The Association encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees because of their work schedules are unable to vote in an election, the Association will grant an appropriate amount of time off work for the employee to vote. Employees whose work day begins within two hours of the polls opening and ends less than three hours before polls close, are entitled to up to two paid hours leave to vote. The Association can set the time for leave to vote.

### **Bereavement Leave**

Full-time employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

- Up to three (3) days of paid bereavement leave is allowed by the Executive Director as necessary for such bereavement leave.

Bereavement Leave pay is calculated based on the base pay rate at the time of absence.

Bereavement leave for the death of an immediate family member will normally be granted unless there are unusual business needs or staffing requirements. Employees may use, with their supervisors' approval, two (2) days of any available paid leave for additional time off as necessary.

The Association defines immediate family as the employee's spouse, parent, child, sibling, employee's spouse's parent, child or sibling; the employee's child's spouse; grandparents or grandchildren; stepfather, stepmother, or stepchildren, or any in-law at any of these levels.

The Association may require reasonable proof, satisfactory to the Association, of the death of an immediate family member.

## **FAMILY AND MEDICAL LEAVE ACT**

### **Medical Leave**

The Association provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition of disability apart from an injury on the job. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions.

Regular Full-Time Employees are eligible to request medical leave as described in this policy:

Eligible employees should make requests for medical leave to their supervisors at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the Association. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees who are granted a medical leave for the period of the disability, may use up to a maximum of sixty (60) days of sick leave (i.e., 480 hours of sick leave) and/or any accrued vacation time. Any combination of medical leave and family leave may not exceed this maximum limit. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Employees will be required to first use any accrued paid leave time before taking unpaid medical leave.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational injuries.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance will be provided by the Association until the end of the first full month of medical leave. Provided employees are not on accrued paid time off, employees will become responsible for the full costs of the medical insurance if they wish coverage to continue. When the employee returns from medical leave, the Association according to the applicable plans will again offer health insurance through its group plan.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the Association with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee may be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return dates, the Association will assume that the employee has resigned. The employee shall be notified by certified mail at the current residential address on record in the personnel file.

### **Family Leave**

Under the Family and Medical Leave Act (FMLA), the Association provides family leaves of absence without pay to eligible employees who wish to take time off from work duties due to a serious health condition, to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. Leave will also be granted for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty, or called to active duty status, and deployed to a foreign country as a member of the Regular Armed Forces, the National Guard or Reserves.

An eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including the National Guard or Reserves, with a serious injury or illness

will be granted up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the service member.

An employee is eligible for FMLA leave if the employee has worked for the Association at least 12 months and has at least 1,250 hours of service for the Association over the past 12 months.

All requirements of the FMLA and its regulations must be met by the requesting employee for any FMLA leave.

An eligible employee should make a written request for family leave to the employee's supervisor at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events. Requests will be presented to the Executive Director for final approval.

Eligible employees may request up to a maximum of twelve (12) weeks of family leave within any twelve (12) month period. Any combination of family leave and medical leave may not exceed this maximum limit. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than ten (10) calendar days. Employees will be required to first use any accrued paid leave time before taking unpaid family leave.

The Association will continue to provide existing health insurance for an employee while the employee is on approved family leave. The employee will continue to be responsible for any premiums that are currently not being paid by the employer. In some instances, the Association may recover premiums it paid to maintain health coverage for an employee who fails to return to work following FMLA leave.

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide the Association with at least two weeks advance notice of the date the employee intends to return to work. When family leave ends, the employee may be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the Association will assume that the employee has resigned. The employee shall be notified by certified mail at the current residential address on record in the personnel file.

If there is any inconsistency between the FMLA provisions of this Handbook and the FMLA itself, or its regulations, the FMLA and FMLA regulations will control.

### **Military Leave**

A military leave of absence will 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.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference

between their normal base compensation and the pay (excluding expense pay) received while on military duty.

The portion of any military leaves of absence more than two weeks will be unpaid. However, employees may use any available paid time off (i.e., vacation or compensatory) for the absence.

Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they work have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

**Employee requests for Medical, Family, or Military leave are subject to approval of the Executive Director.**

### **Pregnancy-Related Absences**

The Association will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this Handbook and all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and childcare, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family medical leave.

## **HEALTH INSURANCE**

The Association makes available to Regular Full-Time Employees and their dependents medical, vision and dental insurance benefits. Medical health insurance benefits shall be available the first of the following month after 60 calendar days of full time employment

The insurance premium for the Association's Medical Health Insurance Plan for the Employees is paid by the Association. An eligible employee who wants Health Insurance for his/her dependents will be required to pay the premium of such coverage.

Eligible employees participate in the health insurance plan subject to all terms and conditions of the agreement between the Association and the insurance carrier(s).

Details of the health insurance plan and information on the cost of coverage will be provided in advance of enrollment. The Executive Director or their designee will provide information about health insurance benefits.

### **Vision**

Details of the vision plan and information on the cost of coverage will be provided in advance of enrollment. The Executive Director or their designee will provide information about vision benefits.

### **Dental**

Details of the dental plan and information on the cost of coverage will be provided in advance of enrollment. The Executive Director or their designee will provide information about dental benefits.

The cost of this insurance and the contribution to that, if any, by the Association may change periodically with notice to the employee.

## **LIFE INSURANCE**

Accidental Death and Dismemberment (AD&D) insurance coverage is provided to Regular Full-Time Employees as part of the Association's basic life insurance plan.

Employees will participate in the life insurance plan subject to all terms and conditions of the agreement between the Association and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. The Executive Director or their designee will provide information about life insurance benefits and the cost to the covered employee of securing such benefits. The cost of life insurance may change periodically with notice to the employee.

## **JURY DUTY**

The Association encourages employees to fulfill their civic responsibility by honoring the call to jury duty when required. An employee in a regular full-time position, who is ordered to serve on a jury, shall be allowed the necessary time to be absent from work at his/her regular pay, provided he/she turns over any fee received for jury duty to the Association. Upon presentation of a jury duty subpoena or notice issued by the appropriate court, the Association will convert the employee's usual shift to a regular, five (5) day Monday through Friday (forty (40) hours per week) shift during the period of time they are subject to reporting to the court for jury duty. The employee may be required to work standby or weekends. Employees are expected to report for work whenever the court schedule permits.

## **EDUCATIONAL ASSISTANCE**

The Association may reimburse tuition costs for Regular Full-Time employees, on the active payroll and who are performing their job satisfactorily. The Employee must maintain a "B" or better on all courses taken in order to be eligible for reimbursement.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a higher-level position in the organization in order to be reimbursable. The Association has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable- future position and whether reimbursement will be offered to an employee. If an employee desires tuition reimbursement, he/she must provide information about the course and a written request for reimbursement to his/her supervisor for consideration, along with a degree plan. The supervisor will bring the request before the Executive Director or their designee for a determination. The degree plan will be reviewed and the employee will be notified of classes eligible for reimbursement. The request must be made and approved by the Executive Director prior to enrolling in the course(s).

While educational assistance is expected to enhance employee performance and professional abilities, the Association cannot guarantee that participation in formal education will entitle the employee to advance, receive a different job assignment, or receive pay increases.

### **OPERATOR CERTIFICATION PROGRAM**

The Association encourages employees in the Operating Department to become "Certified Operators" at the highest practical level. To that end, the Association will pay for the costs of training materials and for time spent in testing for certifications. As time and circumstances permit, the Association will provide related certification training on paid time for employees engaged in such training.

The Association will provide travel expense reimbursement for off-site training/testing as provided in the State's Per Diem Act with prior approval of the Executive Director or their designee.

It is the obligation of the employee to successfully participate in the certification training. Failure to pass after the first attempt will bar that employee from certification training at the Association's expense for that particular level, unless authorized by the Executive Director. The employee may be allowed to test a maximum of three (3) times at a particular level. Failure to pass certification examinations after a third attempt will bar that employee from certification testing at the Association's expense for that particular level.

A Regular Full-Time Employee, who is directed to take job-related training at the expense of the Association, will be paid for time at such training not to exceed eight (8) hours in a calendar day and will be reimbursed for expenses incurred as provided in state governing regulations.

While certification training assistance and other directed training is expected to enhance employee performance and professional abilities, the Association cannot guarantee that participation in formal certification classes will entitle the employee to advancement, a different assignment, or pay increases.

### **EMPLOYEE CONDUCT AND WORK RULES**

To ensure orderly operations and provide the best possible work environment, the Association expects employees to follow rules of conduct that will protect the interests and safety of all



employees and the organization. Employees are expected to comply with these internal rules of conduct as well as requirements from federal, state, and local laws. It is each employee's responsibility to learn and abide by these internal rules; ignorance of these work rules is not an acceptable excuse.

It is not possible to list all the forms of behavior that are considered **unacceptable** in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Unauthorized removal or possession of property
- Falsification of timekeeping records
- Working and/or operating Association vehicles or equipment, under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned, leased, rented, or customer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Use of company equipment, vehicles, tools, or materials for personal use
- Use of equipment or vehicle without prior approval
- Engaging in criminal conduct in or affecting the workplace
- Engaging in gossip that affects productivity, employee morale, or contributes to a negative work environment
- The use of smoke and smokeless tobacco products and e-cigarettes in prohibited areas.

## **ATTENDANCE AND PUNCTUALITY**

Absenteeism and tardiness places a burden on other employees and on the Association. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled,

they should notify their supervisor as soon as possible but no later than fifteen (15) minutes before the work shift begins.

Violations of this policy will result in disciplinary action up to and/or including termination.

The general work schedule is 8:00 a.m. - 5:00 p.m. Monday through Friday, unless notified by a supervisor of changes to individual or department schedules.

The Operations Department may be on a modified schedule for the summer time. The modified time will be determined annually by the Field Manager and the Executive Director.

### **OPEN DOOR POLICY**

The Association promotes an atmosphere whereby employees can talk freely with members of the management staff. In addition to the policies above, employees are encouraged to openly discuss any problems with their supervisor(s) so that appropriate action may be taken. If the supervisor cannot be of assistance, the administrative team, and specifically the Executive Director or their designee, is available for consultation and guidance. The Association will attempt to keep all such expressions of concern, their investigation, and the terms of their resolution confidential, recognizing however, that in the course of investigating and resolving the concerns some dissemination of information to others may be appropriate.

Employees are encouraged to raise work-related concerns with their immediate supervisor as soon as possible after the event that causes the concerns. Alternatively, if an employee believes that his/her immediate supervisor is not the appropriate person with whom to raise the concern, the employee may raise it with a member of management.

Employees are encouraged to pursue discussion of work-related concerns with management until the matter is fully resolved. It may not always be possible to achieve the result the employee wants, but if not, the Association will attempt in each case to explain why. The Association believes that employee concerns are best addressed through informal and open communication. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

### **Internal Complaint Policy**

Employees are afforded the opportunity to seek internal resolution of their work-related complaints. This policy is intended to supplement the Open Door Policy set forth above, which states the philosophy of the Association that all employees have free access to their immediate supervisors or to other supervisors of their choice to informally express their work-related concerns. The Association will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination to others may be appropriate.

Complaints should be filed as soon as possible after the date of the events that give rise to the work-related concern, by completing a Complaint Form available from administration. Complaint

Forms must be filled out completely and must set forth in detail the bases for the complaint. The original Complaint Form must be sent to the administration.

The administration will date and log all Complaint Forms and send an acknowledgement to the employee that the complaint is under review.

The Executive Director or his/her designee will investigate the allegations of the complaint by meeting separately with the complaining employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint.

Upon completion of the review, the employee will receive an oral explanation of the conclusion reached and the reasons for that conclusion.

Employees who have filed a complaint in good faith will not be unlawfully disciplined or otherwise retaliated against, even if the Association does not agree with the complaint.

## **DRESS CODE**

The following information is intended to serve as a guide to help define appropriate business wear for employees in the Administration and other Staff Departments. (Operations Department appearance and clothing is addressed elsewhere in the Handbook.)

Not all clothing is appropriate for the office. Business wear means clean, neat, pressed, professional clothing.

Listed below is a general overview of acceptable business wear as well as a listing of some of the more common items that are not appropriate for the office. Obviously, neither group is intended to be all-inclusive. Rather, these items should help set the general parameters for proper business wear and allow employees to make intelligent judgments about items that are not specifically addressed. Examples of acceptable business wear include:

- Dress slacks
- Dress capris (below the knee)
- Dark wash jeans (Friday Only)
- Skirts (no denim except on Friday)
- Dress shoes

Examples of inappropriate clothing items that cannot be worn include:

- Jeans that are worn or faded
- Short skirts
- Sweat pants
- Warm-up or jogging suits or pants
- Shorts
- Bib overalls
- Spandex or other form fitting pants or capris
- Visible undergarments

- Slippers
- Flip flops
- Athletic shoes
- Other causal shoes

## **UNIFORM/BOOT POLICY**

Operations employees will wear regulation uniforms. Uniforms will consist a polo shirt and denim pants in good condition and not worn or faded. It is the responsibility of each employee to maintain clean uniforms in good repair.

### **Shirt**

- Each operations employee shall be issued five (5) shirts. Thereafter, employees will be issued five (5) new replacement shirts each following year.
- The employee's name tag and/or identification badge will be worn above the right pocket of the shirt.
- The Association logo patch will be worn over the left pocket of the shirt. All shirts will be worn tucked in.
- The Association logo/patch must be removed from shirts and turned in at the time of annual replacements or when the employee separates from employment.
- The Association will provide disposable coveralls for employees to use when excessive grease or grime might ruin their uniforms. In addition, rubber boots are available so safety boots will not be ruined when used in water.

### **Caps**

Operations employees will be issued two (2) caps per year, provided the employee elects to wear an Association cap. Other headwear may be worn with a supervisors' approval.

### **Pants**

- Each operations employee is issued five (5) pairs of denim pants per year. Thereafter, employees will be issued five (5) new pairs of replacement denim pants each following year.
- Return of previously issued pants is not required.
- It is expected that all employees, to whom uniforms are issued, will be in the uniform provided by the Association any time they are at work. The employee is responsible for keeping uniforms neat, clean and in good condition, with all patches, logos, etc. securely attached. No replacement uniforms for damaged uniforms will be authorized.

### **Safety Footwear**

Employees working in positions that place them at significant risk of foot injury will, as directed by their supervisor, wear safety boots (i.e., issued steel toe) of a type that will afford proper protection for that position at all times.

Based on approved budget, the Association will pay the first \$180.00 of the employee's cost of boots when purchased at the Dealer designated by the Association. Safety boots must be steel toe

and meet OSHA regulations. Employees must turn in worn out safety boots before the Association will approve replacement boots.

Employees will obtain their safety shoes before reporting for their first day of work.

Any employee who is required to purchase and wear safety boots will wear such boots at all times while working for the Association. If any employee arrives for work without his/her safety footwear, he/she will be sent home without pay and may be subject to additional discipline at the discretion of his/her supervisor.

Upon termination of employment, employees must return issued clothing, tools, etc., before receiving final payment of accumulated pay or benefits. Employees who leave the Association within six (6) months of receiving safety footwear will have the cost of the safety shoe deducted from their final paycheck on a pro-rated basis.

### **Blood-Borne Pathogen Control**

The Field Manager will evaluate the need for additional uniform services and institute special uniforms and uniform service, as appropriate to provide effective contamination control in areas where occupational exposure to blood-borne pathogens and other contaminants may exist.

### **Facial Hair**

Facial hair is not allowed for any certified operator or anyone else dealing with chlorine within the Dona Ana MDWCA System.

## **PERSONAL APPEARANCE**

Employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions, during working hours. Employees must maintain good grooming and personal hygiene habits. Hair should be clean and neatly groomed. Employees overall appearance should exemplify professionalism.

Any employee who arrives at work improperly dressed may be asked to return home to change clothes and shall not be deemed to have arrived to work until properly dressed. The supervisor may consider the employee late if the employee does not return to work within a one (1) hour period. Employees, who report to work in clothing not in conformity with the dress code requirements, may be subject to disciplinary action up to and including termination.

## **TIMEKEEPING**

Every employee is responsible for accurately recording time worked and is encouraged to do so. Time worked is the time actually spent on the job performing assigned duties.

Non-exempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the employee's supervisor before it is performed.

It is the employee's responsibility to sign his/her time records to certify the accuracy of all time recorded. The supervisors will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record. Employees are prohibited from altering, falsifying, tampering with time records, or recording time on another employee's time record.

## **OVERTIME**

Employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must be reviewed and approved by the supervisor prior to performance of the work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay will be calculated based on paid status.

## **STANDBY**

Standby time is defined as non-duty hours when an employee is required to remain available by telephone or other electronic contact in order to be accessible to return to the workplace within a reasonable and pre-determined time, if called. Each employee on standby after regular working hours will receive adequate compensation for standby status at the designated rate of sixty-five dollars (\$65) a week, or nine dollars and twenty-eight cents (\$9.28) a day.

An employee who is working "standby" must meet the following criteria:

- 1) Stay within cell phone range;
- 3) When notified by telephone, the employee must call in within five (5) minutes;
- 4) Must leave the location where the call is received within 10 minutes or less after receiving the call; and
- 5) Must arrive in "fit" condition. Failure to adhere to these criteria may result in the loss of standby pay for the period.

If an employee does not meet the criteria above, he/she will forfeit "standby" pay from the time of the first attempt to contact him/her to the end of the standby period and may be subject to disciplinary action.

## **ON-CALL**

On-call time is defined as non-duty hours when an employee is required to remain available by telephone or other electronic contact in order to be accessible to return to the workplace within a reasonable and pre-determined time, if called. Each employee on-call after regular working hours will receive adequate compensation for on-call status at the designated rate of sixty-five dollars (\$65) a week, or nine dollars and twenty-eight cents (\$9.28) a day.

An employee who is working "on-call" must meet the following criteria:

- 1) Stay within cell phone range;
- 3) When notified by telephone, the employee must call in within five (5) minutes;

- 4) Must leave the location where the call is received within 10 minutes or less after receiving the call; and
- 5) Must arrive in “fit” condition. Failure to adhere to these criteria may result in the loss of standby pay for the period.

If an employee does not meet the criteria above, he/she will forfeit “on-call” pay from the time of the first attempt to contact him/her to the end of the standby period and may be subject to disciplinary action.

The on-call employee is expected to respond to telephone inquiries and SCADA false alarms during the on-call period without additional compensation.

## **EMERGENCY CLOSINGS**

At times, emergencies and circumstances beyond Association control can disrupt operations; such circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, time off from scheduled work on the workday affected will be paid.

Employees not reporting to work due to an emergency closing must be immediately available to return to work in the event the emergency condition ceases to exist. Employees not available to return will not be paid for time off from work.

In the event an employee cannot make it into the office, he/she shall notify his/her supervisor prior to the beginning of his/her scheduled starting time.

- A. **DELAYS:** The Association will follow the local City/County Government schedule for weather delays in the morning and/or closings or early closures caused by inclement weather. If the City/County schedule is delayed, reflects an early closure, or a complete closure, the Association will be on a two-hour delay.
- B. **CLOSURES IN INCLEMENT WEATHER:** The Association will follow the local City Government schedule for weather closures, where the Association office is located for non-emergency personnel.

Employees are encouraged to use their judgment as to whether it is safe to drive to work from where they live. It is imperative that all employees contact their immediate supervisor in these situations.

## **PAYDAYS**

All employees are paid on a biweekly basis. Each payroll week consists of Monday 12:01 a.m. through Sunday 12:00 midnight. Each pay period will include earnings for all work performed through the end of the previous payroll period. All timesheets must be signed by the employee and must be turned in to the supervisor on Monday morning by 8:30 a.m. for the prior payroll week [immediately following the end of the payroll week]. Supervisors must sign and forward

timesheets to the Executive Director or their designee by 9:30 a.m. to assure employees receive pay on the following Tuesday by 4:00 p.m.

In the event that a regularly scheduled payday falls on a holiday, employees will receive their pay the business day prior to the holiday.

## **BUSINESS TRAVEL EXPENSES**

The Association will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. The Association Board of Directors, or its Executive Director, must approve all business travel in advance.

Employees whose travel plans have been approved should make all travel arrangements through their supervisor or a designated staff member.

Expenses will be reimbursed on a per diem basis, based on the New Mexico Per Diem Act, or based on supported expenses incurred.

Only authorized out of town business travel that requires an overnight stay shall qualify for per diem.

Per diem and mileage allowances shall be paid in accordance with regulations of the New Mexico Department of Finance and Administration.

Should a company vehicle not be available, employees shall use their personal vehicle and qualify for mileage reimbursement.

Should more than one employee travel on business, employees must car pool, if possible.

Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed, consistent with the State Per Diem Act.

With prior approval, a family member or friend may accompany employees on business travel, except in a company vehicle, and when the presence of a companion will not interfere with successful completion of business objectives. Generally, an employee is permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

## **MEAL PERIODS**

All employees are provided with one meal period of sixty (60) minutes in length each workday. The workday is defined as any consecutive eight (8) hour period.

No employee shall be allowed to make up any time taken off his or her regular scheduled workday by working the designated mealtime unless approved by supervisor, based on work schedule.



When employees, due to an emergency work assignment, must work through the meal period, their supervisor may elect to provide a meal to the employee.

## **TOBACCO AND E-CIGARETTES**

The Association is a non-smoking organization. The use of smoke and smokeless tobacco products and e-cigarettes is prohibited in all areas controlled, occupied or used by the Association. This includes bathrooms, hallways, elevators, vehicles and stairwells. The use of smoke and smokeless tobacco products and e-cigarettes is allowed only in designated outdoor areas and during the break periods allotted.

## **USES OF EQUIPMENT AND VEHICLES**

When using Association equipment and vehicles, employees are expected to exercise care, perform required maintenance, keep the vehicle clean and follow all operating instructions, safety standards, and guidelines.

Employees must notify their supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Failure to notify the supervisor may subject the employee to disciplinary action.

Employee use of vehicles out of the service area for **personal use** is prohibited.

Employees must have and maintain a valid New Mexico Driver's License and must report any and all traffic violations to their immediate supervisor. The Association reserves the right to verify any employee's driving record and/or insurance coverage.

Employees required to use their personal vehicle must provide a copy of current insurance coverage and this proof must be provided on a semiannual basis.

Employees who are involved in an accident while traveling on Association business matters must promptly report the incident to their immediate supervisor and will be required to pass drug and alcohol testing. Vehicles owned, leased, or rented by the Association may not be used for personal use without prior approval.

The Association may monitor driving records on a monthly basis. Employees are expected to be in compliance with all local and state laws while operating Association equipment and vehicles and are not to use cell phones while operating such equipment or vehicles.

## **USES OF PHONE AND MAIL SYSTEMS**

The mail system is reserved for Association business purposes only.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

Personal calls at work are discouraged by the Association. No personal calls can be made or received on Association phone lines, except in emergency situations.

Personal phone calls may be made on personal cell phones, but only when necessary and with the supervisor's knowledge and control. Abuse of the privilege may result in disciplinary action. "Personal calls," as used here, also includes text messaging, emails, pagers and other communication devices.

No phone or radio calls shall be made or received while an employee is driving, operating machinery or engaged in construction. If driving, an employee shall pull over to the side of the road or into a parking area to make or receive a call.

### **Cell Phone Usage**

Employees may carry their personal cell phones with them while working for the Association or while using Association equipment, subject to the following restrictions:

- All personal calls or other cell phone communications will be received or made during break periods or lunch periods only.
- Other than during break periods, employees will neither take incoming nor make personal outgoing calls or other cell phone communications during work hours, except in case of emergency.
- Employees will not use personal or Association cell phones while operating any Association equipment or vehicles unless it is through a hands-free device.
- The Association assumes no liability for loss or damage to employees' personal property, including personal cell phones carried on Association vehicles or equipment or left on Association property. Employees assume the risk of loss or damage to personal cell phones or other personal electronic devices carried with them during their workdays.
- Use of personal cell phones during Association work hours is considered outside an employee's scope of employment.
- Anytime the Association or supervisor receives a complaint or suspects that an employee is violating this policy, the Association or the supervisor may require the employee to furnish personal cell phone records for the timeframe in question so that the Association can verify or negate the complaint or the suspected activity.

An employee should immediately notify his or her supervisor or manager of any violation of this policy. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment.

### **COMPUTERS AND EMAIL USAGE**

Association computers, computer files, the e-mail system, Internet access and the software furnished to employees are Association property and are to be used for Association business only, and not for personal use to communicate with friends or family or to access the Internet for personal purposes. While use of the computer, e-mail and Internet is intended for job-related

activities, incidental and occasional brief personal use is permitted within reasonable limits, so long as it does not interfere with the employee's work.

The Association specifically prohibits the use of computers (including Internet access) and the e-mail system in ways that are disruptive, offensive to others or harmful to morale, including sexually explicit messages, images and cartoons, ethnic slurs, racial comments, off-color jokes or anything that could be construed as harassment or shows disrespect for others, defames or slanders others, or otherwise harms another person or business.

Employees shall not access the Internet to log onto any web sites that contain any such material, including any pornographic Web site, or any Web site that contains any discriminatory or disparaging message. Employees shall not access the internet to log onto any social media sites or instant messaging sites. Employees shall not use computers or the e-mail system for commercial messages of any kind or for messages of a religious or political nature, chain letters, solicitations, gambling or other inappropriate usage. E-mail and Internet access should be used in such a way that all transmissions, whether internal or external, are accurate, appropriate, ethical and lawful.

Illegal duplication of software or violation of copyright laws by the duplication or sharing of software, or the distribution of copyrighted material, is strictly forbidden. Also, an employee shall not use a password, access a file or retrieve a stored communication that is not normally accessible to that employee.

In order to enforce these policies, computer, Internet and e-mail usage may be monitored by the Association, including retrieving and reading e-mail messages and other computer files, and monitoring of Internet traffic. *Therefore*, e-mail messages and other use of the Association's computers is not confidential, and even though an Association employee may be issued a private password or other private access code to log in to the computer, the employee has no *expectation of privacy* with regard to the employee's use of the system.

Each employee should immediately notify his or her supervisor or manager of any violations of this policy. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment.

### **Workplace Monitoring**

Workplace monitoring may be conducted by the Association. Employees who regularly communicate with customers may have their telephone conversation monitored or recorded.

Computers furnished to employees are the property of the Association. As such, computer usage and files may be monitored or accessed.

## **VISITORS IN THE WORKPLACE**

To provide for the safety and security of employees and the facilities at the Association, only authorized visitors are allowed in the workplace.

For safety and security reasons, family and friends of employees are discouraged from visiting in the workplace or while the employee is on duty. In case of emergency, employees will be called to meet any visitor outside their work area.

Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on the Association's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

## **WORKPLACE VIOLENCE PREVENTION**

All employees, including supervisors, customers, suppliers, vendors, contractor personnel, guests, and temporary/part-time employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to themselves or to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited from the premises of the Association, including Association vehicles.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state or local law.

All threats of (or actual) violence, both direct and indirect, must be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public.

The Association will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities.

The Association encourages employees to bring their disputes or differences with other employees to the attention of their supervisor before the situation escalates into potential violence.

## **SUBSTANCE ABUSE POLICY**

The Association believes that being under the influence and use of drugs or alcohol creates an unacceptably dangerous and nonproductive work environment. Therefore, to promote a safe work place and a healthy and productive work force, the Company is implementing the following substance abuse policy.

### **Employees are strictly prohibited from:**

- Possessing, using, buying, selling, manufacturing, distributing, dispensing or transferring drugs while at work, on Association or customer property, while operating Association vehicles or while conducting Association business;
- Possessing, consuming, selling, transferring or transporting alcoholic beverages while at work, on Association or customer property, or while operating Association vehicles;

- Being under the influence of drugs or alcohol, during work hours, on Association premises (whether working or not), or while conducting Association business;
- Manipulating drug testing procedures or results; and
- Taking prescription or over-the-counter drugs that impair the employee's ability to work. Any employee taking prescribed or over-the-counter medications is responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job duties. Employees who bring prescription drugs on Association property must be able to produce a valid prescription upon request to the Executive Director or their designee, when required by law, or otherwise. Employees using prescription drugs that may affect alertness, coordination or performance on the job must immediately advise the Association of any potential safety issue so that reasonable accommodations may be explored.

Employees may be required to submit to testing of their breath, urine, hair follicle, blood, and/or saliva for alcohol and/or drugs, or search of property on Association premises in the following circumstances:

- Based upon an employee's appearance, speech, behavior, movement/ coordination, odor or other physical manifestations, the Association reasonably suspects that the employee's ability to work safely or effectively has been impaired by alcohol or drugs; or
- When an employee has tested positive previously for alcohol or drugs and is subject to follow up testing as a condition of continued employment; or
- If an employee's conduct in the work place may have caused or contributed to: damage to Association/customer property or Association/ customer vehicles; or injury to himself/herself or others; or
- If an employee's on-the-job injury or illness requires treatment or evaluation by a healthcare provider;
- Where the initial test results are inconclusive;
- If required by third party contracts to be eligible to work on non-Association premises and/or projects;
- Random drug testing.

Employees who refuse to be tested based on the guidelines above may be subject to disciplinary action up to and including termination.

Employees who fail to punctually arrive for testing as directed by the Association may also be subject to disciplinary action up to and including termination.

If immediate test results are not available, an employee will be suspended with pay until the results are conclusive. If the results are negative, an employee will be reinstated.

#### **Test Procedures:**

All employees selected for testing will be tested. At the beginning of every Random Selection, a list of all eligible participants is built. Eligibility is determined by user-specified parameters. A

specific number of participants is selected from the list of eligible participants. Every eligible participant has the same probability of being selected.

**Confidentiality and Privacy:**

The Association will ensure that all aspects of the testing process are as private and confidential as reasonably practical. Actual test results will only be provided to the person tested and to supervisors and managers who have a need to know. Except as required by law, test results will not be disclosed to co-workers, an employee’s family, uninvolved supervisors or law enforcement authorities without specific permission or where legally required to do so.

**Consequences of Testing Positive:**

Employees testing positive for drugs or alcohol may be subject to termination on the first offence to the extent permitted by applicable law. However, depending on the specific facts of each situation, lesser forms of discipline may be issued. At its discretion and in lieu of discipline, the Association may allow the employee to continue to work while attending an approved treatment program on an out-patient basis, or allow the employee to take short term disability leave (if eligible) or an unpaid leave of absence to pursue and successfully complete an approved counseling and treatment program.

Reinstatement will be at the discretion of the Association and conditioned upon, among other things, proof of successful completion of such a program, execution of a “last chance testing as required will be conducted for 24 months. Subsequent positive test results after the date of reinstatement may result in termination.

**Voluntary Treatment and Counseling:**

If an employee voluntarily comes forward to request treatment for drug or alcohol abuse or a leave of absence for such treatment, the employee will not be subject to discipline. Employees will not, however, automatically avoid discipline by requesting treatment or a leave after being selected for testing or violating Association policies and rules of conduct. Such requests for voluntary treatment and related matters will be referred to the Association’s Employee Assistance Program, and will be kept confidential in accordance with local, state, federal and provincial laws. Continued employment may be conditioned on successful completion of an approved counseling or treatment program.

**Discipline for Possessing, Using, Selling, Buying or Transferring Drugs or Alcohol:**

Employees violating the prohibitions of this policy will be disciplined, up to and including termination at the association’s discretion based on the situation and in accordance with applicable law. Such employees may or may not be tested for drugs and may be reported to appropriate law enforcement authorities.

Employees arrested for unlawfully selling drugs or alcohol to, or buying it from, another employee or a customer’s employee at work, while using Association vehicles, or while conducting Association business will be suspended without pay. Such employees will be subject to discipline, up to and including termination, if convicted or if the ensuing Association investigation reveals a violation of any of the prohibits above. Depending on the circumstances, employees arrested for and convicted of their drug offenses may also be terminated.

The Association may report infractions of this Policy to law enforcement where appropriate.

**Notice of Workplace Drug and/or Alcohol Conviction:**

Any employee who is required to drive a vehicle or motorized equipment as part of his or her employment and who is convicted of a criminal drug or alcohol violation or whose driver's license has been suspended because of impairment must notify the Association in writing within five calendar days of the conviction or suspension. The Association will begin taking appropriate action with thirty days of notification. Federal contracting agencies will be notified where appropriate.

All employees have an obligation to support and create a safe work environment.

If an employee is approached while at work or on Association premises by someone selling drugs or if he/she observed someone selling, buying or using drugs, he/she is encouraged to immediately report this activity to a supervisor or to the Executive Director. All information you provide will be held in confidence to the extent possible.

**Job Applicants:**

Unless otherwise regulated by applicable legislation, each offer of employment will be conditioned upon the passing of a drug test. If the test is positive or if the applicant refuses to undergo testing, the applicant will not be hired.

The Association required that every newly hired employee be free of drug and alcohol abuse because it believes that the improper or illegal use of drugs and alcohol creates an unacceptably dangerous and nonproductive work environment. Therefore, to promote a safe work place and a healthy and productive work force, the Association will conduct pre-employment drug testing for all job applicants.

**Federal Drug Testing Requirements:**

U.S. law imposes stringent drug testing requirements for employees who hold commercial drivers' licenses and operate gross weight vehicles over 26,000 pounds or operate vehicles with the capability of transporting 16 or more persons/or transport hazardous materials. Further the Department of Transportation imposes additional drug testing requirements on recipients of certain federal funds. To the extent certain positions are subject to these more stringent legal requirements, the Association will comply with these legal requirements and will advise the affected employees.

**Alcohol Consumption at Association Sponsored Events:**

The Association will demonstrate its leadership on this issue and its concern for employees by stressing responsible alcohol use and safety at social events and business meetings. It is the responsibility of each employee to consume alcohol in a responsible manner, limit his or her consumption to avoid intoxication or impaired driving, and/or to avoid inappropriate conduct of a harassing or abusive nature.

If is the Association policy that all traffic laws and/or federal laws should be followed, specifically all drinking and driving laws.

Employees who violate any part of the alcohol consumption policy at Association sponsored events may be subject to disciplinary action up to and including termination.

## **SECURITY INSPECTIONS**

The Association wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Association prohibits the possession, transfer, sale, or use of such materials on its premises, vehicles or job sites.

Desks, lockers, and other storage devices may be provided for the conveniences of employees but remain the sole property of the Association. Accordingly, any agent or representative of the Association can inspect them, as well as any articles found within them, at any time, as deemed necessary either with or without prior notice. Employees shall have no expectation of privacy in any Association property, vehicle, equipment, or facility or while on the workplace or any other assigned work site.

## **SOLICITATIONS**

The Association recognizes that employees may have interests in events and organizations outside the workplace. Employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on company bulletin boards is restricted. If employees have a message of interest for the workplace, they may submit it to their supervisor for approval. The Executive Director or their designee will post all messages approved by the Executive Director.

In an effort to ensure a productive and harmonious work environment, persons not employed by the Association may not solicit or distribute literature in the workplace at any time for any purpose.

Employees may not disclose or use proprietary or confidential information except as their jobs require. Employees should ensure that no conversation or personal communication, either at or away from work, gives any third party access to any proprietary or confidential information of the Association. Reasonable precautions shall be used to protect sensitive information that is transmitted utilizing the Association's services and to protect the Association's and client/customer's information by adhering to the following:

- Employees may only access employee/customer information that is essential to the performance of job specific responsibilities.
- Employees are not authorized to access, utilize, discuss, copy, distribute or retain any employee or customer information that is not necessary for the performance of specific job responsibilities.



- No employee or customer information of any nature should be visible to other office personnel who do not share job functions.
- No personally identifiable employee or customer information should be left unattended or left visible on an employee's workstation or computer monitor when the employee is not present.
- Employees should not divulge any other employee's or customer's information of any nature to any third party, unless directed to do so by the employee whose information is requested.
- Employees must shred any printed personal employee or customer information and it should not be disposed of in common trash containers.
- Employees may never remove any employee or customer files or information from the Association's offices without the express permission of the Executive Director.
- Employees must ensure that customers calling to inquire about their information are able to provide information that clearly establishes their identity before giving them any information.

## **FIREARMS POLICY**

Firearms, weapons, and other dangerous or hazardous devices or substances, not related to the work performed by the Association, are prohibited from the premises and property of the Association.

## **DOMESTIC VIOLENCE POLICY**

Victims of domestic violence and violent crime are encouraged to cooperate with any investigation or prosecution that may take place. As such, victims are encouraged to provide notices, summons and/or subpoenas to the Association so time may be allotted for the victim's participation in the matter. Victims are not required to present factual details of the underlying crime to the Association.

## **OUTSIDE EMPLOYMENT**

Employees may hold outside jobs as long as they do not interfere with performance or assignment of work required by the Association. All employees will be evaluated by their performance and requirements of their job and will be subject to the Association's scheduling demands, regardless of any existing outside work requirements.

If the Association determines that an employee's outside work interferes with his/her duties and responsibilities or the ability to meet the job requirements of the Association as they are modified from time to time, the employee may be asked to terminate the outside employment.

Outside employment that may create a conflict of interest is prohibited. An employee may not receive any income or material gain apart from his/her compensation by the Association for materials produced or services rendered as an employee of the Association.

## **CODE OF ETHICS**

All staff, Board members and volunteers of the Association will act with honesty, integrity and openness in all their dealings as representatives of the Association. The Association promotes a working environment that values respect, fairness, and integrity. In order to carry out the mission of the Association professionals within the Association will:

- Recognize that the chief function of the Association at all times is to serve the best interests of the Association's constituency;
- Accept as a personal duty the responsibility to keep up-to-date on emerging issues and to display professional competence, fairness, impartiality, efficiency and effectiveness;
- Respect the structure and responsibilities of the Board, provide them with facts and advice as a basis for their making policy decisions and uphold and implement policies adopted by the Board;
- Keep the community informed about issues affecting it;
- Conduct organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication and compassion;
- Exercise discretionary authority under the law to carry out the mission of the Association;
- Serve with respect, concern, courtesy and responsiveness in carrying out the organization's mission;
- Demonstrate the highest standards of personal integrity, truthfulness, honesty and fortitude in all activities in order to inspire confidence and trust in activities;
- Avoid any interest or activity that is against the conduct of official duties;
- Respect and protect privileged information to which there is access while official duties;
- Strive for personal and professional excellence and encourage the professional developments of others.

## **WHISTLEBLOWER POLICY**

In keeping with the policy of maintaining the highest standards of conduct and ethics, the Association will investigate complaints of suspected fraudulent or dishonest use or misuse of its resources or property by staff, board members, consultants, volunteers, or customers. To maintain the highest standards of service, the Association will also investigate complaints concerning its programs and services.

Staff, board members, consultants, volunteers, residents, and community members are encouraged to report suspected fraudulent or dishonest conduct or problems with services provided, pursuant to the procedures set forth below. This policy supplements, and does not replace, any procedures required by law, regulation, or funding source requirements.

**Reporting.** A person's concerns about possible fraudulent or dishonest use or misuse of resources or property, or program operation, should be reported: to the supervisor or, if the complaint is about the supervisor, to the President of the Board of Directors or the Executive Director. If, for any reason, a person finds it difficult to report his or her concerns to such person, he/she may report the concerns directly to the Executive Director and/or the President of the Board of Directors. Alternately, to facilitate reporting of suspected violations where the reporter wishes to remain anonymous, a written statement may be submitted to one of the individuals listed above.

Investigation. All relevant matters, including suspected but unproved matters, will be promptly reviewed and analyzed, with documentation of the receipt, retention, investigation, and treatment of the complaint. Appropriate corrective action will be taken, if necessary, and findings may be communicated to the reporting person and his or her supervisor, if appropriate. Investigations may be conducted by independent persons such as auditors and/or attorneys. Investigators will endeavor to maintain appropriate confidentiality, but confidentiality is not guaranteed.

No Retaliation. No director, officer, employee, volunteer, or customer who in good faith reports suspected fraudulent or dishonest use or misuse of its resources or property or complaints concerning the services it provides and programs the Association runs shall suffer harassment, retaliation, or adverse employment or other consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower/Complaint Resolution Policy is intended to encourage and enable employees and others to raise serious concerns within the Association prior to seeking resolution outside the Association. The Policy is in addition to any non-retaliation requirements contained in the Association policies or required by law.

This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors. Individuals making complaints must be cautious to avoid baseless allegations; employees who intentionally make false allegations are subject to disciplinary action in accordance with the Association policies.

## **PROGRESSIVE DISCIPLINE AND TERMINATION PROCEDURES**

This policy defines the process for correcting single and repeat episodes of an employee's failure to comply with rules and/or meet specific workplace expectations for conduct.

Progressive discipline is a step-by-step process designed to modify unacceptable employee behaviors, which also allows for discipline to start at a higher step in the disciplinary process, including immediate termination, based on the severity and circumstances of the situation. Corrections to unacceptable behavior will be addressed under this policy depending on the individual circumstances and the nature and extent of correction that is needed.

### **Step 1 – Verbal Warning:**

In many situations, a verbal warning/counseling by the employee's supervisor is sufficient. The purpose of a verbal warning is to clarify policies and expectations. The employee's supervisor shall document within the employee's personnel file that the employee received a verbal warning.

### **Step 2 – Written Warning:**

If the conduct addressed by a verbal warning is repeated or additional problems occur within 12 months of a verbal warning, the supervisor shall follow up with a written warning in the form of a letter sent to the employee. If a single incident is more serious than is appropriate for a verbal warning, the employee's supervisor may commence the progressive disciplinary process by issuing a written warning to the employee. The warning will describe the unacceptable conduct,

outline expectations, and state that further disciplinary action will occur if the behavior is repeated within 12 months from the date the employee received the written warning. A copy of the written warning will be placed in the employee's personnel file.

#### Step 3 – Final Written Warning (which may include a suspension with or without pay):

If the conduct addressed by the written warning is repeated or additional problems occur within a 12-month period, discipline may progress to a final written warning, which may include an unpaid suspension. However, a single incident may be so severe as to merit issuing the employee an immediate final warning and suspension without pay. The warning will describe the unacceptable conduct, outline expectations, state the terms of suspension with or without pay, and state that termination of employment will follow if the behavior is repeated within 24 months from the date the employee received the final written warning. A copy of the final written warning will be placed in the employee's personnel file.

#### Step 4 – Termination of Employment

Employment may be terminated based on progressive discipline within a 12-month period or based on the severity of a single incident. Misconduct that involves dishonesty, violation of federal, state, or local laws, or significant risks to the Association's operations or the safety or well-being of oneself or others is grounds for immediate termination of employment.

Probationary at-will employees may be terminated by the Association at any time, with or without cause or notice prior to the termination and absent any of the previous progressive disciplinary measures. Regular full-time employees who have successfully completed their probationary period may be terminated only for just cause, with notice, and pursuant to the following progressive disciplinary measures.

Examples of just cause warranting immediate termination of employment include, but are not limited to, violations of the following entitled policies of this Handbook:

- a. Equal Employment Opportunity;
- b. Harassment-Nondiscrimination/Anti-Harassment Policy and Complaint Procedure;
- c. Sexual Harassment;
- d. Timekeeping;
- e. Attendance and Punctuality;
- f. Substance Abuse Policy;
- g. Workplace Violence Prevention;
- h. Uses of Equipment and Vehicles;
- i. Uses of Phone and Mail Systems; and
- j. Any infractions of rules of conduct listed under Employee Conduct and Work Rules section of this Handbook.

Prior to termination, regular full-time employees will be provided a written Notice of Pre-Termination Hearing at least 48 hours prior to any termination. The Notice of Pre-Termination will state the: (1) reason for termination, including specific acts and/or omissions that are the basis for the termination; (2) location of the hearing; and (3) timeline for the Association's final determination. A copy of the Notice of Pre-Termination will be placed in the regular full-time employee's personnel file.

The termination hearing will be conducted by the Executive Director and/or the Board Designee(s). The hearing will begin with the Executive Director and/or the Board Designee(s) presenting the concerns that led to the proposed action of termination. Following the presentation, the employee may then respond and present witness(es) and/or relevant information or documentation to support the employee's position. The hearing will be concluded by giving notification to the employee of when a final determination will be made and the employee's status until that time. Following the hearing, the Association will provide the employee with its final determination via written notice within five (5) working days.

## **EMPLOYMENT SEPARATION**

Employees are expected to return all Association property upon separation of employment with the Association. Upon separation of employment, employees will receive their final pay for the time worked, and properly recorded, in accordance with applicable state law and as agreed by the parties.

Employee benefits will be affected by employment termination in the following manner. All vacation accrued and unused will be paid up to a maximum of eighty (80) hours, plus the annual amount accrued by that employee under Vacation Leave Benefits. The employee will be notified in writing of any health and dental benefits that may be continued for a period of time following separation and of the terms, conditions, and limitations of such continuance.

## **RESIGNATIONS**

Resignation is a voluntary act initiated by the employee to terminate employment with the Association. Although advance notice is not required, the Association requests at least two (2) weeks' written resignation notice from all employees. Employees providing advanced notice are eligible for rehire.

## **RETURN OF PROPERTY**

Employees are responsible for all items issued to them by the Association or in their possession or control, such as the following:

- Vehicles
- Cellular Phones
- Identification Badges
- Keys
- Pagers/Radio/Walkie-Talkie
- Personal Protective Equipment (PPE)
- Tools
- Uniforms – Shirts, Pants, and Boots
- Credit Card

Employees must return all the Association property immediately upon request or upon separation from employment. Where permitted by applicable laws, the Association may withhold from the

employee's check or final paycheck the cost of any items that are not returned when required. The Association may also take all action deemed appropriate to recover or protect its property.

### **EMPLOYEE REFERENCES**

The Executive Director or their designee will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates and position(s) held. No other employment data will be released without a sworn written authorization and release signed by the individual who is the subject of the inquiry.

**ACKNOWLEDGMENT**

I acknowledge that I have received a copy of Doña Ana Mutual Domestic Water Consumers Association’s Employee Handbook. I agree to read it thoroughly, including the statements in the foreword describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from Executive Director or their designee.

I understand that Doña Ana Mutual Domestic Water Consumers Association is an “at will” employer and as such, employment with Doña Ana Mutual Domestic Water Consumers Association is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

No supervisor or other representative of the organization (except the Executive Director, in writing) has the authority to enter into any agreement for employment at the will of either party, with or without cause, and without prior notice.

In addition, I understand that this Handbook states Doña Ana Mutual Domestic Water Consumers Association’s policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with Doña Ana Mutual Domestic Water Consumers Association for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified, or terminated at any time.

\_\_\_\_\_  
Employee Signature

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

**DRUG AND ALCOHOL POLICY CERTIFICATE OF RECEIPT**

I hereby certify that I have received a copy of this latest version of Doña Ana Mutual Domestic Water Consumers Association’s Drug and Alcohol Policy, dated October 2, 2017.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date