

KITTITAS RECLAMATION DISTRICT

EMPLOYEE MANUAL

2020

This is a working document that will be reassessed annually for additions or revisions. It is mandatory for each employee of the Kittitas Reclamation District to review this manual annually and to sign the signature page. The signature page will be retained by management in the employee's file.

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I. HISTORY AND ORGANIZATION

The earliest recorded activity proposing the development of the “High Line” in the Kittitas Valley began in 1885. The Kittitas Reclamation District (District) was formed on September 25, 1911 but actual construction on what is now called the Kittitas Reclamation District did not begin until 1927 with planning and construction of the project being carried out by the United States Bureau of Reclamation. In its early years, the District served as a spokesman for its landowners in dealing with the Bureau of Reclamation. The Bureau of Reclamation transferred the operations and maintenance responsibilities for certain irrigation systems within the Kittitas Reclamation District boundaries to the District on January 1, 1924. The District now provides irrigation water to approximately 59,000 classified acres.

The District is organized under the laws set forth in Title 87 of the Revised Code of Washington and is defined as a quasi-municipal corporation. The District is governed by a Board of five Directors elected by the landowners. Each Director serves a three-year term of office.

The Directors appoint a Secretary-Manager to manage the District in the manner that they prescribe. The Directors also employ a Treasurer who, under the direction of the Board of Directors and the Secretary-Manager, manages and safeguards the public funds that the District collects.

Certain provisions of state law specify how the Board of Directors, Secretary-Manager and Treasurer are to operate the District. The District’s repayment contract and other agreements with the Bureau of Reclamation and various federal reclamation laws also specify certain requirements and duties of the organization.

Most other personnel and administrative functions are delegated to the Secretary-Manager and the department heads by the Board of Directors.

II. SERVICES PROVIDED BY THE DISTRICT

The District provides a number of services to the landowners of the District among which are:

1. Operation and Maintenance of the Irrigation system to provide delivery of irrigation water;
2. Serve as spokesperson for the District landowners with local, state and federal agencies and other organizations regarding matters related to Reclamation contracts, irrigation issues and water resource issues;
3. Management of various public lands that the United States government has turned over to the District for management; and
4. Provide such other additional irrigation or water resource related services and any other services permitted by law that the Board of Directors determines to be necessary and in the best interests of the District.

III. DEPARTMENTAL ORGANIZATION AND DISTRICT STAFFING

The District is divided into various departments and functions; each with a variety of responsibilities and, in many cases, the functions of various positions and departments. The organizational alignment and

departments of the District is established by the Board of Directors and may be amended by action of the Directors.

The District employs a variety of regular full-time, regular part-time and temporary employees to carry-out its responsibilities and provide its services. Employees of the District can be broadly categorized as exempt and non-exempt.

1. Exempt employees are executive, professional, or administrative staff as defined by the Fair Labor Standards Act and are paid a base salary for assigned duties and responsibilities. They are generally considered “management” and are paid on a salaried basis and are not eligible for overtime pay.
2. Non-Exempt employees are paid on an hourly basis and are eligible for overtime pay.

A regular employee is one who holds a position that is part of the day-to-day work force and is normally employed all year except during periods of inclement weather, budget restrictions, or seasonal shut-down and who has successfully completed a six-month probationary period.

A temporary employee is one hired to accomplish a specific project or to augment the regular work force during busy periods.

The District management team is comprised of Secretary Manager, Assistant Manager, and Field Supervisor. The team is responsible for the planning, organization, supervision, and utilization of the employees, property, equipment, supplies and other District resources assigned to them to provide the District’s various services. Their work is carried out in compliance with applicable laws and regulations, policies of the Board of Directors, District Rules and Regulations, this Personnel Practices and Procedures Manual and other Board of Directors and management directives, contracts, and requirements by which the District is bound. Their duties are carried out with considerable latitude for the exercise of initiative and innovation to best provide those services and comply with these requirements in a cost-effective, efficient, safe and customer friendly manner.

IV. MANUAL CONTENTS AND REVISIONS

This manual is provided as a general description of District personnel practices and procedures based on prior practices or within amendments to laws and statutes under which we operate.

This manual is not an employment contract, express or implied, and accordingly should not be considered as such. Nothing in this manual guarantees specific privileges, working conditions, or continued employment.

Because the District cannot anticipate all circumstances or questions that may arise and accordingly, the District may create, amend, change, rescind or add to any work rules, procedures, benefits or practices described herein at its sole discretion. All employees will be provided with a copy of this manual and must sign and acknowledge receipt of the manual and all revisions, amendments deletions or other changes made to the manual. It is the employee’s responsibility to maintain their copy in an up-to-date state by immediately inserting revisions when issued.

This manual supersedes all prior Personnel Practices and Procedures Manuals. If other verbal or written communications issued prior to or subsequent to the issuance of this manual appear to change any of

the contents of this manual, the practices and procedures set forth herein will be considered the official practices and procedures of the District.

Any violation of any policies or procedures described in this manual may initiate the progressive discipline process (Chapter XI) up to and including termination.

V. EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Opportunity Employer

The District is an Equal Opportunity Employer and will not discriminate against any employee or applicant for employment because of age, sex or gender, genetic information, marital status, sexual orientation, gender identity, race, creed, color, national origin, religion, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability unless based upon a bona fide occupational qualification.

B. Discrimination and Harassment Prohibited

The District prohibits discrimination and/or harassment of any kind that is sexual, racial, or religious in nature, or is related to anyone's gender, gender identity, national origin, age, sexual orientation, disability, genetic information, or any other basis protected by federal, state, or local law. These prohibitions apply to employment, upgrading or promotion, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeships.

Acts of discrimination and harassment are prohibited whether made visually through written or printed materials, verbally, through hand and/or body language, non-verbally, or through text messaging, e-mail or any type of social media such as Facebook, Twitter or other communications outlets. Examples of harassment include but are not limited to:

1. Epithets, sexually explicit, racial, ethnic or religious jokes, sexually explicit conversation, innuendo, comments, slurs or unwanted sexual advances, invitations or comments.
2. Derogatory or racially/sexually/religious-oriented cartoons, calendars, clothing, drawings, posters, photographs, or gestures.
3. Sexual flirtations or bantering or repeated requests for romantic interactions.
4. Questions or comments about an employee's actual or perceived sexual orientation.
5. Mimicking or making fun of a person's accent, disability, diction, gestures or manner of speech, or religious, racial or ethnic attire or dress.
6. Racist, sexist or other hate-based graffiti, comments or other written matter.
7. Transmitting sexually suggestive, derogatory or offensive materials via KRD computers, e-mail, cell phone, social websites, texting, "sexting" or any other form of written or electronic

communication or messaging system, or accessing such information on the Internet while at work.

8. Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work.
9. Nicknames, inappropriate or unprofessional conduct related to a protected group or member of a group or class.
10. Any intimidating, coercive, bullying or other tactic intended to exert control or perceived control over another person.
11. Retaliation for having reported or threatened to report harassment.

C. Sexual Harassment

Sexual Harassment is a specific type of discrimination based on gender. Sexual harassment means unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature between two individuals. Examples include, but are not limited to:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment with KRD.
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting the person's employment.
3. The conduct or communication has the purpose or effect of substantially interfering with a person's work performance, or of creating an intimidating, hostile or offensive work environment.
4. Sexual harassment may include conduct or communication that involves an employee(s) from any gender toward any gender.
5. Sending sexually-related messages by e-mail, text messaging or other electronic means can be considered sexual harassment.

D. Reporting and Investigation

Applicants for employment or employees who believe they have been discriminated against or harassed in violation of the sections above shall immediately notify their supervisor or the Secretary-Manager both verbally and in writing. The written complaint must state:

1. A full and complete description of each incident including whether there was any physical contact made, what was said and/or done and other similar matters;
2. The name of any persons present during each incident;
3. Date(s), time(s), and location where the incident occurred; and,

The names of any person with whom the complainant has discussed the incident.

The Secretary-Manager, Assistant Manager, or Field Supervisor will promptly investigate the incident. If required for a thorough investigation, the name of the complaining party will be released to the accused party. All true and potential witnesses must cooperate in the investigation and provide full, correct and true testimony. The complainant will be advised of the results of the investigation but may not be advised of any specific action taken against the accused.

E. Retaliation

Any type of reprisal, recrimination, retaliation or other act against an applicant for employment or an employee because they either (1) opposed a prohibited or unlawful practice; or (2) made a charge, testified, or assisted with or participated in an investigation, proceeding, or other administrative action is strictly prohibited. Retaliation is broadly defined as anything that may discourage an employee or applicant for employment from reporting an act that they had a reasonable and “good faith” belief that the conduct was in violation of this section.

F. Accommodating Disabilities

The District complies with and supports the Americans with Disabilities Act and its amendments. Employees and applicants with disabilities as defined by federal, state or local statute will be provided reasonable accommodations whenever possible in order to enable them to perform the essential functions of the job providing the accommodation does not cause an unreasonable burden on the District.

The District will make reasonable accommodation to enable the employee to perform the essential functions but will not revise or amend the employee’s job by eliminating essential functions. Employees unable to perform the essential functions of the job with or without an accommodation may be reassigned to a vacant position which they are able to perform, may elect to retire if eligible, or may be terminated.

G. Disclosure of Medical Information

The District complies with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Genetic Information Non-Discrimination Act of 2008 (GINA) and holds all medical and health-related information in strict confidence. Access to medical or health-related information is limited to managerial staff with a legitimate business reason for such access. The District will not release medical or health-related information to any person including other employees, relatives, and treating physicians or other professional, without the employee’s written release or without valid legal requirements directing the District to provide such information.

VI. EMPLOYMENT

A. Hiring, Promotion, Demotion and Transfer

1. When a vacancy in a District position is to be filled, a notice of the vacancy will be posted in District shops and offices to inform District employees of the job opportunity. Where appropriate, preference will be given to qualified internal candidates. The vacancy may also be advertised in newspapers, trade magazines or other publications; the Washington State Department of Employment Security, the District website, social media, and other sources which may provide well-qualified and skilled applicants.
2. All applications for employment, promotion or reassignment must be made on forms prescribed by the District.
3. Except for exempt positions, the process of recruiting, evaluation of applications, interviewing and selection is the responsibility of the Secretary-Manager.
4. Only persons legally eligible to be employed in the United States will be hired by the District. Eligibility will be verified and documented as prescribed by law.
5. The District will fill vacancies by hiring, promoting or transferring the best available applicant as determined by the Secretary-Manager. Factors including but not limited to work experience, training, education, job-related personal traits, employment references and background checks/investigations will be considered when a position is to be filled.
6. The District may fill any vacancy by promotion without external advertisement or recruitment described in 1, above. In this event, the District will fill the opening by selecting the employee who, in the sole opinion of the District, possesses the greatest abilities to perform the work.
7. Employees displaced by the elimination of jobs through job consolidation, equipment or technology advancement, curtailment or replacement of existing facilities, new facilities or other reason may transfer to a vacant job for which the employee is qualified. In the event more than one employee wishes to transfer to the job, the employee possessing the greatest ability to perform the work in the sole opinion of the Secretary Manager shall be placed in the job. In the event of equal qualifications, the employee with the greatest seniority shall be placed.
8. In the event it becomes necessary to lay off employees for any reason, employees least able to perform the work needed in the sole opinion of the District shall be laid off. If two or more employees have equal ability, the employee with the least seniority shall be laid off.
9. Employees shall be recalled from seasonal layoff according to their ability to perform the work needed. If two or more employees have equal ability, in the sole opinion of the Secretary Manager, the employee with the greatest seniority shall be recalled first.
10. The District may require periodic job-related physical examinations for employees in certain job classifications or to determine the physical fitness of the employee to perform the essential functions of the job.

11. Employees must remain capable of performing the essential functions of their job throughout their employment with the District.

B. Probationary Period

All newly hired regular full-time employees must serve a six-month probationary period. The probationary period is the last step of the hiring process and enables the District to determine that the employee has the knowledge, skills, and abilities including physical and emotional fitness, to perform the essential functions of the job with or without an accommodation. If the District determines that the employee cannot perform the duties of the position as required, the probationary period will be ended and the employee will be terminated. Termination during the probationary period may not be grieved. Completion of a probationary period will not change the employee's employment status or restrict the District's right to terminate employment.

C. Nepotism

The District's hiring and promotion practices encourage hiring the most qualified candidate for each position. While nepotism is discouraged, immediate family members (mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents, grandchild, son-in-law or daughter-in-law or any direct descendant of each) will neither be preferred or discriminated against during the application and hiring process. If immediate family members are employed:

1. An immediate family member may not financially audit another immediate family member's activities.
2. An immediate family member must not create a conflict between the family's interest and the interests of the District.

D. Training and Education

When a new employee is hired by the District, or a current employee is promoted or transfers into a new job, care is taken to ensure that those employees possess the knowledge, skills and abilities to perform the essential functions of the jobs for which hired. The employee's ability to perform those functions will be determined during the probationary period.

All employees are expected to maintain their skill levels and to maintain a current level of technical knowledge in their positions through continuing education or other means available. In some instances, special licenses or certifications may be required such as state pesticide operator's license or a commercial driver's license (CDL). In those instances, the employee will be notified by their supervisor or licensing will be a requirement of the job and be indicated on the job posting and job description.

The District may assist employees in obtaining necessary licenses or certifications required after employment and will pay or reimburse license and course fees as well as physical examination associated with required licenses or certifications. The District may provide training to develop skills and provide information necessary to District operations. Required licenses and certifications must be maintained as long as required by the job. For further clarification consult the District Travel Expense Policy.

E. Training Reimbursement

The Secretary-Manager may, subject to the availability of funds, reimburse employees for tuition, lab fees and books for job-related classroom courses, correspondence courses or seminars taken outside of normal working hours. To qualify for reimbursement, the following conditions must be met.

1. The employee must request approval prior to enrolling in the course, and
2. The course must be directly related to the position currently held by the employee, and
3. The course content must be in the best interests of the District.

F. Travel, Meal, and Lodging Reimbursements

To be reimbursed for travel expenses, employees must follow the policies and procedures as written in the KRD Policies and Procedures Manual.

G. Driver's Licenses

All employees of the District in a position that requires driving must possess a valid driver's license. Some employees are also required to have a commercial driver's license endorsement (CDL) as discussed in Chapter XIII, paragraph E.

Loss of a driver's license may temporarily disqualify a person for District employment. The Secretary-Manager may retain employees who have temporarily lost driving privileges depending on the position held and if the employee is still able to perform the essential job functions with or without an accommodation. In the event of a short-term loss of license an employee may be approved to use annual leave or be suspended without pay during the period of lost driving privileges. If neither is appropriate, the employee may be terminated.

All employees required to drive District vehicles or a private vehicle on District business must present a copy of their valid Washington State driver's license and a copy of their driving records for the previous five years, available from the Department of Motor Vehicles or Department of Licensing, within one week of return to work.

It is the responsibility of all employees who are drivers as part of their job duties to notify KRD management in the event of any traffic or criminal violation.

Employees may not be promoted to a position requiring a CDL unless they have a valid, current CDL. The District will reimburse current employees for that portion of the State driver's license fee associated with the CDL endorsement.

H. Use of Electronic Devices While Driving

The use of an electronic device while driving is considered to be a safety hazard and is prohibited while operating any District vehicles (including mobile machines such as tractors or backhoes) or while driving a personal vehicle on District business.

This prohibition includes all use of cellular phones or electronic communications devices for: receiving, dialing or transmitting calls; reading selecting or entering a phone number or name; sending, reading or writing text messages; reading, writing or sending e-mail messages; and, any

other use of a cell phone, iPod, iPad, Blackberry, computer, or other electronic device. The use of hands-free devices is permitted.

Drivers reporting illegal activity, calling for medical or emergency help or using the device to prevent injury to a person or property may make emergency calls if it can be done safely.

Employees who receive phone calls or other messages while driving should pull to the shoulder of the road, into a parking lot, or safely stop the vehicle off the roadway before receiving a call.

I. Social Media

The KRD respects the right of employees' personal use of social media services such as Facebook, Instagram, blogs, and other social media platforms during their personal time; however, the information employees post or publish online may be public information indefinitely, and may directly impact both the employee and KRD public image. As such, if an employee chooses to identify himself or herself as a KRD employee on social media through text, comment or visual image (e.g., a KRD uniform, vehicle or logo), or if such identity is known or presumed, he or she must adhere to the following guidelines:

1. Make it clear to the readers that the views expressed are the employee's alone and that they do not necessarily reflect the views of the KRD.
2. Do not disclose any information that is confidential or proprietary to KRD or to any third-party that has disclosed information to the KRD.
3. Uphold KRD value of respect for the individual and, to the extent permitted by law, avoid making defamatory statements about KRD and its employees, clients, partners, affiliates and others, political partners and competitors.
4. Be careful not to let social media or blogging interfere with your job or client commitments.
5. To the extent permitted by law, seek permission before referring to or posting images of equipment, operations, current or former employees, members, vendors, or suppliers.

In summary, employees should use their best judgment. If social media activity is seen as compromising the public image of KRD, or if using social media during work time impacts productivity or causes work place disruptions, employees may be subject to disciplinary action up to and including termination with or without notification.

J. Telephone Requirements and Reimbursements

In order to ensure the ability to contact employees during emergency or urgent situations, all employees must provide the District with their telephone number. The number will be maintained confidentially and is not considered to be public information. It will only be distributed to District personnel on a need-to-know basis.

When receiving non-emergency trouble calls at home, employees must courteously assist the caller in contacting the appropriate District staff.

When receiving emergency calls at home, employees must immediately contact the Secretary-Manager and appropriate District employee and report the nature of the emergency and the caller's contact number.

Water orders are not to be accepted outside normal working hours. Employees receiving such calls should courteously explain District water ordering procedures and times to the caller.

The use of personal cellular phones during business should be infrequent and brief. Personal telephone calls, texting or other use of a cellular telephone or other electronic device should be confined to emergencies or during work breaks or meal periods.

The District may elect to furnish certain employees with District cellular telephones or similar device. District cellular phones are to be used for District business only. Accordingly, private use of District cellular phones should be seldom and brief. Employees who use District cellular phones for personal use must reimburse the District for any additional charges incurred by the District.

Employees who carry a personal smartphone for business purposes are authorized an \$85 cell phone allowance. This allowance is included in the employee's paycheck and is taxable. The employee receiving the allowance is responsible for procuring their own data device and service. All subsequent related expenses will be paid by the employee. All calls made from the employee's smartphone for business purposes are subject to the same expectations and restrictions as for a district-owned cell phone, and all written communication made or received while connected to the District network will be subject to public disclosure laws.

K. Procurement Policy

Employees must follow the Procurement Policies and Procedures as written in the KRD Policies and Procedures Manual.

L. Housing Requirements

Some employees may be required to live in houses owned by the District. These sites may include a parcel of land for agricultural use by the employee. The tenant employee is not to rent or sublet this parcel to third parties.

Other District housing, surplus to these housing requirements, may be made available for rental by other District employees.

Caretakers at Easton, Wipple, or other District facilities who are required to live in District provided housing will not be required to pay rent. In exchange, they will not receive pay or compensatory time for caretaking.

Employees living in District housing are required to sign a lease agreement and keep the house and grounds neat and clean and accomplish simple maintenance tasks. Major maintenance tasks and housing improvements will be carried out by the District.

Employees abusing District housing, damaging the house or associated property or creating disturbances in the housing area will be evicted from District housing. If residency is required, such eviction may result in termination of employment.

Upon termination of employment, either voluntarily or involuntarily, the employee must vacate District housing within a time agreed upon by the Secretary-Manager. The utility payment for the final period must be paid in advance by the employee or withheld from the employee's final check.

M. Places of Duty and Assigned Headquarters

The place of duty and assigned headquarters will be defined for employees by their supervisor, subject to the approval of the Secretary-Manager.

During working hours employees are expected to be at their assigned place of duty. Employees are not to congregate in coffee shops, restaurants or other public places during working hours or when using District vehicles. Employees are expected to be either on District property, public rights of way or in transit between work assignments during their shifts unless on official District business.

N. Smoking

The District complies with federal, state and local laws, ordinances and regulations regarding smoking in public buildings in the workplace. It is the KRD's policy that smoking, using electronic smoking devices, using smokeless tobacco or other tobacco is prohibited in all office spaces, lunchrooms, meeting rooms, shops, maintenance yards, District vehicles, and other places where the presence of others is mandatory. Employees wishing to smoke or otherwise use tobacco products or electronic smoking devices may do so only in designated areas and during breaks and mealtime only. The only exception to this policy is an employee who is alone with no passengers and in their designated vehicle or equipment.

An electronic smoking device means any device that can be used to deliver nicotine or other substances by inhalation including, but not limited to, an electronic cigarette, cigar, cigarillo, or pipe. The use of an electronic smoking device may be referred to as "vaping".

O. Care and Responsibility for Tools and Equipment

Employees are required to appropriately care for District equipment and to report any deficiency, damage or malfunction to their supervisor. Any employee who has lost, damaged, or destroyed District tools and/or equipment due to negligence shall be charged the replacement cost of the item(s). Employees will not be held financially liable for tools and equipment broken during normal use for District duties or worn out due to normal wear and tear. Employees are responsible to see that equipment is scheduled for service and preventive maintenance consistent with the maintenance schedule prescribed and to report faulty equipment to their supervisor.

P. Vehicle Use

The large geographic area served by the District and the nature of the irrigation system requires frequent and extensive driving by most employees and some driving by all employees. The purpose of this section is to outline guidelines to accomplish this in a safe, efficient and legal manner. Use of District vehicles is to comply with the following:

1. With the exception of the Secretary-Manager, district vehicles are for employee transportation to perform work and to conduct business for the District including response

to operational emergencies. Other individuals/non-employees may ride in District vehicles only when necessary for the conduct of District business or for emergency needs or as otherwise authorized. District vehicles may not be driven by non-employees except in emergencies that threaten life or property.

2. District Directors are authorized to drive District vehicles in the performance of their official duties.
3. District vehicles may not be used for personal purposes. Use of District vehicles for unauthorized personal purposes may result in disciplinary action.
4. The employee operating a District vehicle is responsible for the safe and legal operation of the vehicle and shall obey all state and local laws and statutes regarding vehicle operations including, but not limited to, use of safety belts, speed limits, cell phone usage and parking. Any fines, penalties or judgments assessed as the result from the unsafe, negligent or unlawful operation of a District vehicle shall be paid by the offending employee except for faulty District equipment.
5. Employees are responsible to ensure that vehicles are scheduled for service and preventive maintenance consistent with the maintenance schedule prescribed. The employee assigned to use the vehicle is responsible to report faulty equipment to the appropriate supervisor.
6. Employees shall pool travel whenever possible and appropriate.
7. Employees may not install personal permanent or semi-permanent fixtures or accessories on District vehicles without the permission of the Secretary-Manager.
8. The Secretary-Manager or designee will assign vehicles according to the needs of the District. Assignment of any vehicle or a specific vehicle is not guaranteed and is subject to change.
9. All employees must respond to trouble calls, pump outages and other emergencies outside of working hours during the irrigation season. Employees serving as Water Master, Ditch Rider, Easton Dam Tender, and Wipple Pumping Plant Operator are specifically authorized to commute to and from work in a District vehicle during the irrigation season. Management and supervisory employees (Secretary-Manager, Assistant Manager, Field Supervisor, and assigned Duty Supervisors) and on-call staff required to respond to trouble calls, pump outages and other emergencies outside of normal working hours during and outside of the irrigation season are authorized to commute to and from work in a District vehicle.
10. All vehicle accidents must be reported in accordance with Chapter XII, paragraph B.
11. Employees are responsible to ensure that District vehicles and property are properly locked and safeguarded when unattended.
12. Hazardous tools, materials and expensive equipment must be properly stored, secured and safeguarded.
13. All District vehicles are to be marked with the District insignia or as required by State law.

Q. Seniority and Continuous Service

Seniority is an employee's length of service unbroken by voluntary resignation, discharge, retirement, layoff in excess of twelve (12) months, excluding an approved leave of absence. Employees must have completed the probationary period in order to earn seniority which shall be credited to the employee's date of hire.

An employee whose length of service is broken by voluntary resignation or retirement and who returns within one year after separation and who completes a probationary period shall be credited for all seniority earned prior to and after separation but excluding the period of absence.

R. Scents and Odors

Employees must be mindful that they often work in close proximity to others and that their scents and odors may be offensive or cause physical reaction or discomfort. Accordingly, the following guidelines are to be followed:

1. Employees are encouraged to use unscented body products such as body washes, hair products, and deodorants.
2. Employees are encouraged to use perfumes, after-shave, colognes, talcum powders, lotions and other similar products that do not contain artificial fragrances or chemicals and to use such products sparingly, if used.
3. Employees must practice good personal hygiene by bathing regularly.
4. Refrain from using other fragrance products like scented candles, potpourri, car fresheners, scented sprays and room deodorizers, and similar in the workplace. This includes office spaces and vehicles.
5. The District will avoid using scented cleaning products wherever possible.

The District reserves the right to determine appropriate scents, fragrances and odors in the workplace and may send employees home to remedy a noted problem as appropriate.

Employees with a bona fide health reason for sensitivity to scents should contact their supervisor to discuss the possibility of a reasonable accommodation. Employees with a bona fide reason for wearing fragrances should contact the Secretary-Manager.

S. Appearance and Grooming

All employees are representatives of the District and accordingly are expected to present a professional appearance based on their position. Employee clothing must be clean, neat, and in good repair without rips, tears, or fraying. Employees are expected to practice good personal hygiene and convey a professional image of KRD. Violations of this policy are at the sole discretion of KRD management and will initiate the progressive discipline process.

Employees who do not adhere to the appearance and grooming standards established by their supervisor will first be counseled on appropriate grooming and attire. A second offense will result in the employee being required to go home, change into conforming attire or properly

groom and return to work. Paid leave may not be used for this type of absence. Continued infractions will result in progressive discipline.

The District recognizes the importance of individually held religious beliefs and will reasonably accommodate employee's firmly held religious beliefs regarding workplace attire unless the accommodation would create an undue hardship. Employees requesting a workplace attire accommodation based on religious beliefs should contact the Secretary-Manager, Assistant Manager, or Field Supervisor.

VII. COMPENSATION

A. Wages

The Board of Directors determines changes to the pay scales and employment benefits on an annual basis for both exempt and non-exempt employees. Employees are encouraged to communicate their views regarding wage and benefit matters to the Secretary-Manager prior to the Board's annual determination of wages. The Secretary-Manager will make a recommendation for the Board of Director's consideration.

Temporary employees are paid in accordance with the pay scales and salaries set by the Board of Directors on the recommendation of the Secretary-Manager.

B. Overtime Pay

District employees may be required to work overtime either on a scheduled basis or as needed. Overtime is not guaranteed and may be required for weekend or holiday water deliveries, canal system patrolling, for weed control, in the event of emergencies, to respond to complaints or as otherwise needed. Overtime is paid based on time compensated. Only non-exempt employees are eligible for overtime and compensatory time accruals.

All overtime must be authorized or assigned by the Secretary-Manager or department head prior to the work being performed except in emergency situations.

Non-exempt employees receive overtime pay at the rate of one and one-half times their hourly rate or may receive compensatory time at the rate of time and one-half at the employee's option.

Only non-exempt employees are eligible for overtime and compensatory time accruals.

C. Compensatory Time

Compensatory time is accrued time off earned in lieu of overtime pay. Compensatory time is accrued at the time and one-half rate, the same as overtime compensation. Compensatory time is voluntary and employees must, in advance, request compensatory time in lieu of overtime and the District must agree to the accrual of compensatory time.

Eligible employees may accumulate and use compensatory time off as follows:

1. Employees may carry up to eighty (80) hours of compensatory time from one calendar year to the next. Any compensatory time accrued in excess of eighty (80) hours will be

paid out at the end of the calendar year. Employees subject to seasonal layoff will be paid for their entire compensatory time accrual during December.

2. The use of compensatory time off is subject to the same conditions as annual leave and employees may be allowed to use compensatory time within a reasonable time after requesting usage providing the use is not unduly burdensome to the District.

D. Pay Periods

Pay periods begin on the first day of each month and end on the last day of the month. Employees are paid on a monthly basis. Non-exempt employees work a work week as established by their department head or the Secretary-Manager.

E. Rest Periods

Non-exempt employees are allowed one fifteen (15) minute rest period at the job site during each four (4) hour shift. The rest period should be scheduled near the middle of the shift whenever possible but may not be combined with a lunch break or used to shorten a work day. Rest periods are paid time.

F. Shift Schedules

Subject to the approval of the Secretary-Manager, department heads will determine the shift schedules for their departments. Normal shifts are 8 consecutive hours per day and 40 hours per week. Each shift will include a 30-minute unpaid lunch break. Department heads will determine break period schedules. Management will determine the assigned headquarters and the starting and ending location for each employee work shift. Typical work hours are between 7:00 a.m. and 5:00 p.m. depending on the nature of the work performed.

The District may make permanent or temporary changes to work hours by giving at least three (3) calendar days' notice. Temporary changes lasting less than seven (7) calendar days may be made on the workday proceeding the new work hours.

District employees may be required to work overtime either on a regular or infrequent basis. Employees must also be available for call-out for emergencies or water delivery problems. Employees may request to be excused from overtime or call-out work if time constraints and circumstances allow the supervisor to find a replacement.

1. Call-back Pay. An employee called back to work after or before the employee's regular shift shall be paid a minimum of two (2) hours call-back pay at the overtime rate.
2. Standby Pay. Employees on standby over a weekend or holiday shall receive 4 hours of pay for each day on standby. Standby pay is compensated at one and one half (1 ½ times).

G. Social Security

The District participates in the F.I.C.A. Social Security program. Withholding from paychecks and contributions from the District are made in strict accordance with federal law.

H. Retirement

All regular employees of the District are required to participate in the Public Employees Retirement System administered by the State of Washington Department of Retirement

Systems. This program requires a pre-tax withholding from the employee's paycheck as well as a contribution from the District. Specific information regarding vesting and retirement options may be obtained from the Department of Retirement Systems.

I. Deferred Compensation

All regular District employees may choose to participate in the IRS Code 457 tax deferred compensation savings plans administered by the State of Washington's Committee for Deferred Compensation. All compensation deferred and deposited in accordance with this program is at the sole and individual direction of participating employees. There will be no District contribution to tax deferred compensation plans.

J. Workers' Compensation

District employees are covered by workers' compensation and industrial insurance as administered by the State of Washington Department of Labor and Industries. Premiums for this program are funded by a combination of employer contributions and withholdings from the employee's paycheck.

In general and where legally permissible, KRD encourages employees to continue work where medically appropriate and will seek tasks for the injured employee conducive to a medical professional's recommendations.

Pay Adjustments for Workers' Compensation Claims:

1. For a period of absence due to injury or occupational disease resulting from District employment, the employee shall file an application in accordance with State Law.
2. If the employee has accrued sick leave, the District shall pay the difference between the employee's time-loss compensation and the employee's regular salary from the employee's accrued sick leave unless the employee elects not to use sick leave. Absent an accrual of sick leave, the employee may use annual leave. It is the employee's responsibility to make a written request to use or not use sick leave.
3. Until eligibility for workers' compensation time-loss payments is determined by the Department of Labor and Industries, the District will use three (3) days of sick leave from the employee's accrual, providing the employee has sufficient accrual. If the employee has insufficient sick leave accrual, the employee may make written request to use annual leave and/or comp time if available in the employee's accrued account.
4. Should an employee be denied time-loss compensation, the employee may request to use accrued sick leave and/or annual leave for any related absence.
5. In the event that an employee receives payments from the District's disability insurance the employee may supplement the payments by the use of sick leave and/or annual leave in accordance with 2, above, providing that the total of payments does not exceed the employee's regular salary.
6. In the event of an overpayment caused by the supplementation of sick or annual leave, the employee must reimburse the District for the overpayment.

K. Unemployment Insurance

Unemployment benefits are available as administered by the Washington State Department of Employment Security.

L. Pay Step Increases

Employees typically are hired at the lowest step in the pay range for the position. They advance through the steps annually on the anniversary date of their hire.

M. Hazardous Chemical Differential

Employees with a Pesticide Operators license for Aquatic Pest Control for Irrigation Ditches and/or Weed Control-Right-of-Way will be compensated by an additional two dollars (\$2.00) per hour while applying aquatic pest control or weed control. "While applying" includes the mixing of the product as well as the application of the product but does not include the maintenance of the application equipment.

Authorized compensated hours must be recorded on appropriate forms and with copies attached to the employee's time card for that pay period. The District will only pay for Washington State Department of Agriculture (WSDA) Laws and Safety, Aquatic Pest Control for Irrigation Ditches and Weed Control-Right-of-Way classifications. Maintenance and Ditch Rider employees must have the required license to receive Hazardous Chemical Differential pay.

It is preferred that all employees acquire a Public Pesticide Operators License with the WSDA classifications for Aquatic Pest Control-Irrigation Ditches and/or Weed Control-Right-of-Way.

N. Longevity

Employees with five (5) or more years of employment with the District shall receive a longevity increase of \$ 0.25 per hour for each five years of employment as follows:

<u>Years of Employment</u>	<u>Cumulative Increase</u>
Less than five years	No Increase
At least 5 years but less than 10 years	\$ 0.25 per hour
At least 10 years but less than 15 years	\$ 0.50 per hour
At least 15 years but less than 20 years	\$ 0.75 per hour
At least 20 years but less than 25 years	\$ 1.00 per hour
25 years or more	\$ 1.25 per hour

Longevity pay may not apply to exempt positions.

O. Rope Access Technician Incentive Pay

Employees certified as a Level I Technician by the Society of Professional Rope Access Technicians (SPRAT) or the equivalent will be compensated an additional five hundred thirty-seven dollars (\$537.00) per month while certified and included on the SPRAT Team. Additionally, the District will pay, or reimburse, the cost of necessary training and/or certification courses for persons accepted by the District for inclusion on the SPRAT Team.

Employees on the SPRAT Team are expected to maintain a high level of physical fitness and physical ability to perform all rope access responsibilities and tasks. Employees unable to perform the physical/mental aspects of the SPRAT Team and rope entry may be suspended from the SPRAT Team until such time as they are able to perform the physical aspects of the SPRAT Team. During a period of suspension from the SPRAT Team, suspended employees will be ineligible to receive the SPRAT Incentive Pay. Fitness for duty tests for the SPRAT job function will be at the sole discretion of KRD management.

For further information on the SPRAT job description of selection criteria see the “SPRAT Job Description and Selection Criteria” procedure document maintained by KRD.

P. Water Master

Current employees assigned Water Master duties shall be compensated at \$2.30 per hour above their existing scale from April 1 thru October 31. Current employees are authorized the use of district vehicles 24 hours a day for emergency district business.

CHAPTER VIII: HOLIDAYS AND LEAVES

The District provides employees with a variety of paid and unpaid holidays and leaves. The following summarize the currently provided holidays and leaves; however, the District may add to, increase or modify these provisions as necessary. For additional information, employees should contact their supervisor, department head or the Secretary-Manager.

A. Holidays

Full-time employees will be provided the following holidays:

1. New Year’s Day – January 1
2. Martin Luther King’s Birthday – Third Monday in January
3. President’s Day – Third Monday in February
4. Memorial Day – Last Monday in May
5. Independence Day – July 4
6. Labor Day – First Monday in September
7. Veteran’s Day – November 11
8. Thanksgiving Day – Fourth Thursday in November
9. Friday following Thanksgiving
10. Day before Christmas – December 24 (Day before Christmas will be a holiday only if it’s on a Monday through Friday.)
11. Christmas Day – December 25-

12. One (1) Personal Holiday (to be requested by the employee, with at least two (2) weeks' notice to the District, unless the District agrees to shorter notice. The District may approve a different day, depending upon work requirements.

13. One (1) Floating Holiday (same requirements as Personal Holiday).

1. Full time employees (other than temporary) who work their full shift the day before a holiday and the day after the holiday, or who are absent due to annual leave or sick leave or other reason approved by the District, will be paid eight (8) hours for each of the above holidays even though not worked. A doctor's statement will be required for sick leave the last work day before or after a holiday if requested by the District.
2. Part-Time employees receive holiday pay based upon the portion of full time work which they regularly perform in a month.
3. Whenever a legal holiday falls upon a Sunday, the following Monday shall be the legal holiday. Whenever a legal holiday falls upon Saturday, the preceding Friday shall be the legal holiday.
4. An employee required to work on a holiday shall be paid the regular holiday pay plus one and one-half (1 1/2) hours for each hour worked.
5. Probationary employees shall receive all holiday benefits.
6. If a holiday occurs when an employee is laid off, the employee will be paid for the holiday if the employee is paid for at least 70 hours of work by the District in the calendar month in which the holiday occurs. Any pay for the holiday in question is not included in the 70 hours.
7. Holidays occurring during the calendar week in which a vacation is taken shall not be counted as vacation time taken.
8. Temporary employees do not receive paid holidays.

B. Annual Leave

The District provides Annual (Vacation) leave for regular employees based on the following schedule: Employees begin accruing Annual Leave upon hire and are eligible to use their accrual after six (6) months of employment.

1. Regular full-time employees with less than five years of service earn 0.051 hours of annual leave for each hour compensated.
2. Regular employees with at least five (5) but less than ten (10) years of service earn 0.064 hours of annual leave for each hour worked.
3. Regular employees with at least ten (10) or more years of service earn 0.078 hours of annual leave for each hour worked.

4. Regular employees with at least fifteen (15) or more years of service earn 0.084 hours of annual leave for each hour worked.
5. No more than 160 hours may be carried beyond March 1 of each year. Any annual leave in excess of 160 hours will be removed from the records and the employee will lose said leave time. Under extraordinary circumstances, an extension may be granted, upon approval of the Board of Directors.
6. In the event of separation or termination, the employee will be paid for their accrued annual leave.
7. Temporary employees do not accrue paid annual leave.
8. Holidays occurring during the calendar week in which a vacation is taken shall not be counted as vacation time taken.
9. The District will make every effort to allow employees to take scheduled vacations without interruption. In the event of an emergency, an employee who was scheduled for vacation is called in to work, they may reschedule the vacation period.
10. The District may post a vacation schedule by April 1 annually. Employees desiring a vacation may sign up for a vacation period by May 1. In the event of employee requests conflict, the senior employee in the job classification will be given preference.
11. The District may elect to deny vacations during busy times of the year and to limit the number of employees on vacation at a given time.
12. Employees who do not sign up for vacation by May 1 may not receive their first vacation choice.
13. If an employee works less than a normal work day and the absence does not qualify for sick leave, the period of absence shall be considered annual leave.

C. Leave Transfer or Donation

Employees may donate all or any portion of their accrued annual leave or accrued sick leave to another employee if the employee receiving the hours has medical needs requiring time off (doctor slip may be required) and, has had the transfer/donation of sick leave hours approved by the Board of Directors. Three months from the date of leave transfer/donation, unused hours may revert back to the donor(s).

D. Sick Leave

The District provides sick leave for medical or dental appointments for employees or a sick family member in accordance with the Washington State Family Care Act, providing that they are eligible to use sick leave for their own benefit.

Under the Act, family members includes children, parents, spouses, registered domestic partners, parents-in-law, and grandparents. The District also recognizes siblings, domestic partners' immediate families, and other significant people in an employee's life as approved by management.

“Child” means a biological, adopted, foster child, stepchild, a legal ward, or a child of a person standing “in loco parentis” who is: (a) under eighteen (18) years of age; or, (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability; or for medical or mental-health conditions which would endanger the child’s safety or recovery without the presence of a parent or guardian or a condition warranting treatment or preventive health care such as a physical, dental, optical, or immunization services when a parent or guardian must be present to authorize treatment.

Sick leave is earned according to the following schedule:

1. Regular full-time employees shall be eligible for sick leave beginning on their day of hire.
2. Eligible employees with less than five years of service earn 0.051 hours of sick leave for each hour worked.
3. Eligible employees with five (5) years but less than ten (10) years of service earn 0.064 hours of sick leave for each hour worked.
4. Eligible employees with ten (10) years of service or more earn 0.078 hours of sick leave for each hour worked.
5. Sick leave may be accumulated up to a maximum of 880 hours. All sick leave will be forfeited upon leaving the District by voluntary resignation, Discharge for just cause, retirement, or for exceeding an approved leave of absence.
6. Beginning January 1, 2018, temporary and seasonal employees accrue sick leave at the rate of 1 hour of sick leave for every 40 hours worked. This sick leave will accrue beginning at the time of hire and may be used beginning on the 90th calendar day after beginning employment. All provisions for the use of sick leave apply to temporary and seasonal employees.

E. Use of Annual and Sick Leave

The use of annual leave must be approved in advance by an employee’s supervisor. The use of annual leave by exempt employees must be approved in advance by the Secretary-Manager. Request for annual leave days and days off may be approved dependent on departmental needs during the period requested. The District reserves the right to limit or disapprove requests for annual leave during busy times of the year and to limit the number of employees who may take annual leave at any time. Supervisors, department heads and the Secretary-Manager will ensure, to the fullest extent possible, that all employees have an equal opportunity to use their annual leave benefits.

Sick leave is intended for use when the employee is unable to work due to illness or to meet medical appointments that cannot be scheduled outside of regular working hours. Sick leave may be used for medical care of a dependent child in accordance with WAC Chapter 296-130. In the event of illness, the department head must be notified of the illness or medical appointment as soon as possible and reasonable. In addition, sick leave may be used in the following situations as prescribed by the Paid Family and Medical Leave Act of Washington:

1. Bonding after the birth or placement of a child

2. An employee's serious health condition
3. A serious health condition of a qualifying family member
4. Certain military events

Sick leave use for medical appointments should be planned to minimize time away from work and time charged to sick leave. Employees who will be absent due to a permissible sick leave reason must notify their supervisor at least one-half hour prior to the start of their scheduled shift.

Sick leave cannot be used by an employee on annual leave, unless approved by management under extraordinary conditions such as death. Annual leave may, at the employee's option, be used for absence due to sickness or injury, but sick leave may not be used for annual leave.

The District may require a doctor's note or verification for sick leave taken in a continuous length over 3 work days. Absences in excess of three (3) cumulative days or requiring recurring medical treatment may need to be supported by a FMLA certification from the medical provider.

If an employee is off work, on sick leave, at the time of seasonal layoff, they shall be required to contact management and request to remain on sick leave status. The request will be approved if the employee has provided doctor's certification of illness describing a projected duration of the illness. An updated doctor's certification may be required.

Any abuse or falsification of sick leave is considered improper conduct.

F. Bereavement Leave

In the event of a death in the employee's immediate family, three (3) days absence with pay shall be granted for funeral arrangements and services. Immediate family is defined to include wife, husband, parent, child, grandparent, grandchild, brother or sister of the employee, or any other relative living in the employee's immediate household. Additional bereavement benefit may be taken into account pending approval of KRD Management.

G. Jury Duty

Employees shall be granted a leave of absence with pay if they are required to report for jury duty and are unable to perform scheduled work due to such jury duty. The District may ask the employee to request to be excused if such jury duty would be a hardship on the District. Employees will be paid their regular wages for each day of jury duty and will give the District any check, properly endorsed, for jury duty. Employees are expected to report for work if they are able to work any of their regular shifts before or after being released from jury duty.

H. Training and Education

The District will pay normal wages including any overtime for actual training and travel time. Employees will be reimbursed for reasonable expenses incurred to attend classes. Employees should consult their supervisor and the District's Overnight Travel Expense Reimbursement Policy for further clarification.

I. Domestic Violence Leave

Employees who are victims or alleged victims of domestic violence, sexual assault, or stalking may take reasonable leave from work to attend to legal or law enforcement needs, seek treatment for physical and mental injuries, obtain services of a shelter or social services program, obtain mental health counseling, participate in safety planning, relocate, or take other measures to increase safety from future incidents. Employees who are family members involved in a domestic violence or alleged domestic violence incident, including a child, spouse, parent, parent-in-law, grandparent or person with whom the employee has a dating relationship, may also take reasonable leave to help the victim seek treatment or obtain help or services.

Employees may elect to use accrued sick leave, accrued annual (vacation) leave, compensatory time, or unpaid leave to cover absences.

Health insurance coverage will be maintained during periods of Domestic Violence Leave.

J. Leave of Absence

Upon an employee's request, a leave of absence may be granted for up to six (6) months at the District's discretion or if otherwise required by law. Employees will be responsible to make insurance premiums as provided in Chapter IX herein. The District may elect to hire a temporary worker to replace the employee for the full period covered by the leave of absence.

K. Emergency Leave

In the event a regularly scheduled shift is cancelled by the District because of emergency conditions, such as an act of God, the time not worked will be unpaid and no annual leave shall be deducted from the employee's annual leave accrual unless requested by the employee.

L. Military Leave

1. Any employee who is a member of the uniformed services who is ordered to or volunteers to attend a period of service shall be given up to twenty-one (21) workdays of paid leave during the period October 1 and September 30 of the following year so that the employee may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., or state active status. The accrual of benefits, such as annual leave, holidays, or sick leave, will be suspended during the unpaid military leave and will resume upon the employee's return to active employment. This Military Leave may be used for "weekend drills" and also applies to leave for the annual two-week scheduled training period or active duty. Paid leave will be granted only for scheduled work days and not for employee "weekends" whether occurring on Saturday, Sunday or any other weekday. Any employee may use accrued annual leave for these absences.

The District recognizes that some employees may be members of a National Guard or military reserve unit and may be mobilized for extended military service. The District also recognizes that some employees may voluntarily enter into active military service while employed by the District. Veterans and certain members of the uniformed services have reemployment rights under the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and Washington State statute as follows:

- a. "Service" in the uniformed services includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, obtaining an examination to determine fitness for duty, and funeral honors duty.
- b. The employee performing the service as a member of the uniformed services should provide at least two weeks advance written or verbal notice of the leave to the employer. The notice requirement applies to all categories of training or service. Notice is not required if precluded by military necessity or, if the giving of such notice is otherwise impossible or unreasonable.
- c. "Uniformed Services" includes the Army, Air Force, Navy, Marines, Coast Guard, Army and Air National Guard, the commissioned corps of the Public Health Service and others that may be designated by the President in time of war or national emergency.
- d. Eligible employees will be granted up to five (5) years of military leave or a greater amount if required by law.
- e. Every reasonable effort will be made to return eligible employees to their previous or comparable position. Eligible employees will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of annual leave accrued. Employees performing military service will be eligible for reemployment rights if they:
 - i. Held a regular position working twenty (20) hours per week or more; and,
 - ii. Give appropriate notice of leave for military service; and,
 - iii. Are absent no more than five years cumulatively unless otherwise provided; and,
 - iv. Are released from service under honorable conditions; and,
 - v. Provide proof of discharge for reemployment after a period of service of more than 30 days; and,
 - vi. Properly submit an application for reemployment or otherwise notify the District of the intent to return to work.
- f. In order to be returned to work, a returning employee must make either written or verbal application within the timeframes as follows:
 - i. For service less than 31 consecutive days or for absence for a fitness exam, the employee must report back to work for the first regularly scheduled workday following the completion of the period of military service and safe transportation home, plus an 8-hour period of rest.
 - ii. For service of 31-180 days, the application for reemployment must be submitted not less than 14 days after the completion of service unless such is not possible through no fault of the employee.

- iii. For service of 181 days or more, application must be made not later than 90 days after completion of service.
- iv. An employee who is late in applying for reemployment without a valid reason shall forfeit all reemployment rights.
- v. Upon receipt of an application for reemployment, the District will return the employee to the same position or comparable position within fourteen (14) days.

g. Proof of discharge may include:

- i. A Department of Defense 214 (DD214) Certificate of Release or Discharge from Active Duty; or,
- ii. A copy of duty orders prepared by the facility where the orders were fulfilled carrying an endorsement indicating completion of the described service; or,
- iii. A letter from the commanding officer of a Personnel Support Activity or someone of comparable authority; or,
- iv. A certificate of completion from a military training school; or,
- v. A discharge certificate showing character of service; or,
- vi. A copy of extracts from payroll documents showing periods of service; or,
- vii. A letter from a National Disaster Medical System (NDMS) team leader or administrative

This procedure is subject to change in order to comply with changes in USERRA or other federal or state regulations affecting military service.

2. **Military Spouse Leave of Absence.** The Washington State Military Family Leave Act (MFLA) allows an employee whose spouse is a member of the Uniformed Services to take 15 days of leave when the spouse is notified of an impending call to active duty or when the spouse is on leave from an active duty deployment. The purpose of MFLA is for families of military personnel serving in military conflicts to spend time together. This leave may be used prior to deployment or during the spouse's leave from deployment, but may not be used at the end of deployment. An employee must work for an average of 20 or more hours per week to qualify for MFLA.
3. **Exigency Leave under the FMLA.** The federal Family and Medical Leave Act (FMLA) provides job protection to family members of military service members for qualifying exigencies and for care of covered service members, including certain veterans with a serious injury or illness. In most cases, qualifying exigency leave reasons do not overlap with the purpose of MFLA leave so the FMLA and MFLA will not run concurrently. Accordingly, using MFLA will not reduce the employee's FMLA bank. Qualifying requirements for Exigency Leave are found in the following FMLA provisions.

M. Family and Medical Leave.

1. District employees may be eligible for up to twelve (12) weeks of unpaid job-protected leave under the provisions of the Family and Medical Leave Act (FMLA). At a minimum, to be eligible for FMLA benefits, an employee must have worked for the District for a total of 12 months, not consecutive, and have worked at least 1,250 hours over the previous 12 consecutive months. Hours worked include overtime hours but do not include paid, but not worked, hours such as holidays, sick leave, vacation leave or other non-worked hours.

Under the FMLA, employees may be authorized Family Medical Leave for specific circumstances outlined below. There are also specific provisions that apply to the families of employees serving in the armed forces.

Family and medical leave does not apply to grandparents, aunts, uncles, or other family members or those of the employee's spouse. Under some circumstances FMLA may apply to a person other than a birth or adopted parent who has been recognized to hold "in loco parentis" status.

For the purposes of Family Medical Leave, including Military Family Leave, "spouse" includes legally married, same-sex partners as well as domestic or civil union partners, and common-law, providing the civil union partnership was recognized in the state where the marriage occurred (place of celebration) whether or not a common-law marriage is recognized in the State of Washington. Washington State recognizes partners other than legally married spouses if the employee completes a specific recognized form.

An employee may receive Family Medical Leave for the following conditions:

- a. Birth and/or care of their child (birth - 12 months of age)
 - b. Placement of a child with the employee for adoption or foster care.
 - c. The serious health condition of the employee's parent, child, or spouse which requires care provided by the employee.
 - d. The employee's own serious health condition causing the employee to be unable to perform their job.
 - e. To care for a family member who is a covered service member who received a serious injury or illness in the line of duty, or experienced the aggravation of an existing or pre-existing condition as a result of active duty (up to 26 weeks leave); or
 - f. For qualifying exigency arising from an immediate family member's call to active duty or active duty status (up to 12 weeks).
2. Additional provisions for FMLA eligibility include:
 - a. Leave to care for a child is available to biological parents, legal parents, or a person "in loco parentis" and who has taken ongoing responsibility for raising the child by providing either/or financial support or day-to-day care.

- b. Under FMLA an employee is entitled to leave providing a physician or other legally qualified health care provider certifies that the condition of the eligible family member necessitates the absence up to a maximum total of 12 weeks within a 12-month period. These 12 weeks include annual leave, sick leave, and other paid time (e.g. short-term disability or workers' compensation) taken while on FMLA. In the event and employee and spouse both work for the District, the FMLA entitlement is a combined 12 weeks which may be divided as the employees choose.
- c. If the employee or family member's condition requires only periodic treatment, FMLA may be requested on an intermittent basis or on a reduced schedule. If leave is unpaid, the District will reduce the employee's salary based on the amount of time actually worked. Intermittent leave can be taken in hourly increments and will be counted toward the 12-week allotment in the increments taken (12 weeks = 480 hours, or a prorated portion for part-time employees).
- d. The twelve-month period during which an employee is eligible for FMLA is a "rolling" 12-month period measured forward from the date an employee begins any family leave. In other words, how much FMLA to which an employee is entitled to receive depends on how much FMLA the employee has taken during the twelve-month period prior to the latest request for leave.
- e. When taking FMLA, employees must exhaust all annual leave and sick leave before taking an unpaid leave of absence.
- f. While on FMLA the District will continue to provide group health insurance benefits for up to 12 weeks. Employees must make any premium payments for which they were obligated to pay at the start of FMLA. Failure of an employee to make obligated payments will result in the discontinuation of benefits which may only be reinstated during an open enrollment period. If benefits are discontinued, employees make continue the benefits under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- g. Employees seeking to use FMLA leave must provide 30 days advance notice of the need for FMLA leave when the need is foreseeable and such notice is practicable. In emergency situations, notice must be given as soon as practical and reasonable. A physician's certification from the employee's medical provider or that of the family member must be provided within 15 calendar days of notification to the District.
- h. If the District is aware of a situation potentially qualifying for FMLA, it will invoke FMLA leave providing the employee meets eligibility requirements. Employees will be given fifteen (15) calendar days to provide documentation of the need for FMLA leave.

- i. In the event an employee's spouse is also employed by the District, they are entitled up to 12 weeks of FMLA leave combined. The employees will determine how the leave will be divided.
 - j. Employees must return to work when released by their health care provider, or when the family member is released. Failure to return to work upon release will be considered to be a voluntary resignation.
 - k. Employees returning from their own serious health condition must provide medical certification of their fitness to return to work.
 - l. Employees returning to work will be returned to the same or a substantially similar position with equal pay, benefits and responsibilities.
 - m. Under federal law, FMLA approved for an employee to care for a terminally ill family member is revoked upon the death of the family member.
 - n. Employees not released to return to work within 12 weeks may request a personal leave of absence without pay. However, the position they held prior to leaving on FMLA leave may be filled and the employee may be returned to work only if a vacancy exists at the time of return. Absent a vacancy, the employee will be terminated.
3. Military Family Leave Entitlements. Employees eligible for FMLA who have a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include:
- a. Addressing or attending issues arising from the military member's short-notice deployment (less than 7 days' notice). Leave in this instance is limited to 7 days.
 - b. To make or update financial and legal arrangements arising from the military member's covered active duty.
 - c. To attend counseling for the employee, the military member, or the military member's child when the need arises from the covered active duty and is provided by someone other than a health care provider.
 - d. Attending certain military events and ceremonies, military programs, family support programs and/or informational briefings sponsored by the military or military organizations and are related to the covered active duty.
 - e. To spend up to fifteen (15) calendar days with a military member who is on Rest and Recuperation leave during covered active duty. Leave must be used during the R & R leave.
 - f. To address certain childcare and related activities concerning the military member's child that arise from the period of covered active duty including: providing childcare; alternative childcare; on a non-routine, urgent, immediate need basis; enrolling in or transferring a child to a new school or day care facility; and, attending meetings

at a school or day care facility. It does not allow for the arrangement of alternative child care nor leave for routine childcare.

- g. To attend post-deployment activities for up to 90 days following the termination of the covered active duty including: attending arrival ceremonies; reintegration briefings and events; and, other official ceremonies and programs sponsored by the military; and to address issues arising from the death of a military member, including attending related funeral services.
- h. Any other events the employee and District agree is a qualifying exigency and agree to the timing and duration thereof.
- i. To address activities related to the care of the military member's parent who is incapable of self-care.

4. Certification Requirements for Exigency Leave

The District may require the following certifications and/or documents for military exigency leave:

- a. A copy of the military member's active duty orders or other official document issued by the military which indicates the member is on covered active duty or covered active duty status;
- b. A statement or description of the appropriate facts regarding the qualifying exigency;
- c. The approximate date the leave began (or will begin); and,
- d. The contact information for any third party with whom the employee is meeting.

5. Military Caregiver Leave

FMLA also is available for up to 26 weeks to provide care for a covered service member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Military caregiver leave is available to the spouse, parent, son or daughter, or next of kin of the covered service member as defined for Family Medical Leave. Next of Kin, for Military Family Leave, is defined as the nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority:

- a. A blood relative who has been designated in writing by the service member for purposes of FMLA military caregiver leave
- b. Blood relatives granted legal custody of the service member
- c. Brothers and/or sisters

- d. Grandparents
- e. Aunts and/or uncles
- f. First cousins

NOTE: If the service member designates a next of kin in writing for purposes of FMLA military caregiver leave, that relative is the only next of kin for FMLA leave purposes. If no designation is made, all family members sharing the same level of family relationship are considered the next of kin and may share the military caregiver leave either simultaneously or consecutively.

- 6. District Responsibilities. The District will inform employees requesting leave whether or not they are eligible for leave under FMLA. If they are, the District will notify the employees of their responsibilities for obtaining medical certifications or other information. The District will advise the employees if they are not eligible and if not, the reason. The District will also advise the employees of the provisions of this Procedure and that any FMLA leave will be counted against any of the employee's accrued sick leave and vacation leave.

The District will also provide specific forms for physician certification and other purposes related to FMLA, copies of which are attached to this Procedure.

- 7. Paid Family and Medical Leave. The voters of Washington passed Initiative 1433 which is intended to provide employees of the District with paid Family Leave beginning on January 1, 2020. KRD currently offers sick leave above and beyond the minimum required in Washington State. The law exempts organizations the size of KRD from paying premiums into the plan but requires the collection of a portion of the premium from employees. KRD will execute this collection and remittance to Washington State according to the law. Beginning January 1, 2019, the District must pay a premium of 0.4 percent of wages paid to employees with 63 percent paid by the employees and 37 percent paid by the employers. Specific regulations pertaining to paid family leave will be developed during 2018 and 2019 for implementation 1/1/2020.

CHAPTER IX: HEALTH AND MEDICAL

The District will pay the monthly State Employees Insurance Board premiums for all eligible employees. The insurance premium includes insurance coverage for the employee, spouse and eligible dependents.

Premiums will be paid for all employees on seasonal layoff.

Beginning January 1, 2014, employees and the District will share the cost of medical insurance premium increases for the employee (subscriber) only on a 50%/50% basis.

Beginning July 1, 2014 and continuing forward, employees and their spouses who use tobacco and their spouses will pay a surcharge of twenty-five dollars (\$25.00) per person per month in addition to the monthly insurance premium. The spouse/partner premium surcharge will be fifty dollars (\$50.00) per

month for subscribers who cover a spouse or state-registered domestic partner in the PEBB medical insurance where the spouse/domestic partner has chosen not to enroll in their own Employer-sponsored health insurance. Employees who cover a spouse or domestic partner for medical insurance must re-attest to the spouse/domestic partner surcharges during the annual PEBB open enrollment.

CHAPTER X: GENERAL POLICIES AND PROCEDURES

A. Employee Conduct, Ethics and Public Image

The District is a public agency and many District positions place employees in positions of high public visibility. It is important that all employees recognize that their actions both on and off the job can affect the District's public image. Accordingly, employees must ensure that their conduct, on and off the job, does not reflect unfavorably on the District and their fellow employees.

The District believes that accepting gifts or gratuities is unnecessary and undesirable and contrary to the public interest and prohibits any District employee from accepting gifts or gratuities from firms, organizations, their employees, agents or other individuals who may conduct business with the District in furnishing the District with materials, goods and services.

Many of the services provided by the District have a financial impact on District water users and it is imperative that District employees demonstrate high standards of honesty, ethics and fairness in their dealings with the public and water users and utilize District resources, both physical and financial, solely for District purposes. Employees must avoid any action that might appear to use District employment for private gain or to give preferential treatment to one individual or group. Further, employees may not use District accounts with vendors for personal purchases.

Accepting cash gratuities or gifts from water users or vendors is not permitted. However, perishable items or items intended for consumption may be accepted if the value is not greater than fifty dollars (\$50.00). Under no circumstances shall any District employee solicit a gift or gratuity from any water user, vendor or any other person or business.

The District is organized pursuant to Washington State law (RCW Title 87) and is therefore a quasi-municipal corporation and District officers and employees must conduct themselves in accordance with the laws governing proper governmental actions.

Additional questions regarding appropriate conduct of District business should be directed to either a department head or the Secretary-Manager.

B. Personal Use of District Equipment

District equipment may not be used for personal use. District vehicles and equipment may be used for the maintenance and improvement of District housing by the tenant employee with the permission of the Secretary-Manager.

Additional guidance regarding vehicle use is found in Chapter VI, Paragraph L of this manual.

C. Productivity and Performance

It is the responsibility of each department head, under the direction of the Secretary-Manager, to establish the standards of performance and productivity for their respective department. The ultimate goal of these standards is to ensure that all water users receive quality, uniform service, that the irrigation and drainage system is properly operated and maintained, that District equipment and property receive adequate care and maintenance, and that these activities are accomplished in a cost-effective manner.

Supervisors are to measure productivity in terms of quality of the finished task as it relates to the time of completion. Low performers will be counseled, trained and encouraged to improve their performance and productivity. Poor performance and inadequate productivity is improper conduct and is subject to disciplinary action.

D. Confidentiality

Many employees learn business and financial details regarding the District's water users and others with whom the District does business. This knowledge is considered to be confidential and accordingly is only to be discussed with District staff with a right and need to know the information.

Personnel matters, financial and business matters, or policy matters shall not be discussed outside the District or with employees not having a need to know such knowledge, except as required by public disclosure and right to know laws. Any disclosure to persons outside the District shall only be done by the Secretary-Manager or a designated department head.

One of the District's functions is to serve as spokesperson for the interests of District landowners. It is important that discretion be exercised in public actions or public statements so that the District's role as an effective spokesman is not diminished. Only the Secretary-Manager or designated department head may publicly speak on behalf of the District or District landowners.

Medical and health-related information relating to employees is strictly confidential and will be treated as such to the fullest extent feasible. Access to medical or health-related information will be limited to those with a legitimate business need for access. The District will not release employee medical or health-related information without the employee's written release but will comply with valid legal requirements directing the release of such information.

All District employees are expected to respect the sensitivity of medical information and to maintain confidentiality when they become aware of such information. Employees who disclose confidential medical information about another employee are subject to corrective action including termination of employment.

E. Drug-Free Workplace

The District's contractual arrangement with the U.S. Bureau of Reclamation requires the District to comply with the requirement of the federal Drug Free Workplace Act of 1988 (41 USC 701 et. seq).

The Board of Directors has determined that maintaining a drug-free workplace environment enhances the District's ability to fulfill its responsibilities to the water users and the public and promotes high standards of employee health. Accordingly, all District premises and facilities, offices, shops and field have been declared drug-free workplaces. The manufacturing, distribution, possession and or use of controlled substances while on the job or on District premises are prohibited. Violations will result in disciplinary action up to and including termination. Violations will also be reported to appropriate federal authorities.

The federal Department of Transportation (DOT) CDL Alcohol and Drug Testing Policy establishes procedures for drug and alcohol testing for employees having a commercial driver's license (CDL) and other employees for specified circumstances and includes explanations of random testing, post-accident testing and testing for reasonable suspicion. Employees not subject to DOT testing are not subjected to random drug/alcohol testing may be subject to post-accident testing as well as reasonable suspicion testing. The District will pay for required testing, medical exams and approved license fees.

Employee possession and use of legally prescribed medications or over-the-counter medications is permitted to the extent that use of such medications does not adversely affect employee job performance, or the safety of others. It is a violation of this policy for an employee to sell or distribute lawfully prescribed drugs.

Employees using prescription or over-the-counter medications that may impair their ability to perform their job safely must report such use to their manager or supervisor before starting or resuming work. Employees who discover that their medication impairs or adversely impacts their ability to work must immediately stop working and report the job performance limitations to their manager or supervisor.

The consumption of alcohol on District property, or at any time that the employee is working or expected to be working on behalf of the District is forbidden. Employees who consume alcohol at the District sponsored events are expected to do so in moderation. An employee who consumes alcohol during their meal period may not return to work.

F. ALCOHOL OR DRUG TESTING

Purpose

In compliance with the Drug-Free Workplace Act of 1988, KRD has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug abuse poses a threat to the health and safety of KRD employees and to the security of the company's equipment and facilities. For these reasons, KRD is committed to the elimination of drug and alcohol use and abuse in the workplace.

Scope

This policy applies to all employees and all applicants for employment of KRD including those who undergo periodic DOT testing and those possessing a CDL.

Employee Assistance

KRD will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline or termination under this or other KRD policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act, the Americans with Disabilities Act or Washington State law, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including termination. Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol.

Work Rules

1. Whenever employees are working, are operating any KRD vehicle, are present on KRD premises or are conducting company-related work offsite, they are prohibited from:
 - a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - b. Being under the influence of alcohol or an illegal drug as defined in this policy.
 - c. Possessing or consuming alcohol.
2. The presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing company business or while in a company facility, is prohibited.
3. KRD will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

Pre-employment

Applicants being considered for full time non-temporary employment must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing or failure of the test will result in disqualification of further employment consideration.

Reasonable suspicion

Employees are subject to testing based on (but not limited to) observations by at least two members of management of apparent workplace use, possession or impairment. KRD management should be consulted before sending an employee for testing. Management must

use the Reasonable Suspicion Observation Checklist below to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. This checklist includes:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, both KRD management will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Post-accident

Employees are subject to testing when they cause or contribute to accidents that seriously damage a KRD vehicle, machinery, equipment or property or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a KRD forklift, pickup truck, overhead crane or aerial/man-lift) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Collection and Testing Procedures

Employees subject to alcohol testing will be transported to a KRD-designated facility and directed to provide specimens. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood or saliva test,

at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

Applicants and employees subject to drug testing will be transported to a KRD-designated testing facility and directed to provide urine specimens. Collected specimens will be tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphene use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory will screen all specimens and confirm all positive screens. KRD management will offer individuals with positive results a reasonable opportunity to rebut or explain the results.

Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record and any state law requirements, KRD may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by KRD for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately terminated from employment.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

Inspections

KRD reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including termination.

Crimes Involving Drugs

KRD prohibits all employees, including employees performing work under government contracts, from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. KRD employees are also

prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

KRD does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, KRD reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to HR within five days. Failure to comply will result in automatic termination. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with KRD.

Definitions

"Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by KRD or any site on which the company is conducting business.

"Illegal drug" means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed health care professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to termination.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

"Under the influence of drugs" means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

G. Reporting of Improper Actions/Whistleblower

A whistleblower as defined by this policy is an employee of KRD who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor or KRD Management. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. KRD will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact a KRD management representative immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Defend Trade Secrets Act (DTSA) Compliance: "Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing:

(1) Immunity—An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

All reports of illegal and dishonest activities will be promptly submitted to KRD management who is responsible for investigating and coordinating corrective action.

Employees with any questions regarding this policy should contact KRD management.

H. Indemnification and Certain Employment Related Legal Expenses

It is possible for District employees carrying out their official duties to encounter circumstances that will place them in legal proceedings, either in which the District is a party or where the legal issue is District-related. The extent to which the District can indemnify and reimburse employees is limited by law and the District cannot indemnify employees for their unlawful acts, acts of bad faith or acts outside the scope of their employment.

CHAPTER XI: DISCIPLINE, CONTINUED EMPLOYMENT and GRIEVANCES

A. Discipline and Continued Employment

1. Discipline. The District will generally follow a process of progressive discipline measures, however, in certain circumstances; the District may execute any level of discipline up to and including termination of employment. The nature of the offense, past job performance, and employee willingness to participate in any investigation or process may influence the determination of disciplinary level. Progressive disciplinary measures include the following:
 - a. Counseling
 - b. Oral reprimand
 - c. Written reprimand
 - d. Disciplinary Layoff (suspension without pay)
 - e. Reimbursement for damages
 - f. Termination

Employees who demonstrate unsatisfactory job performance, violate implicit or explicit policies, engage in improper conduct, misconduct, commit other unacceptable acts, or fail to fulfill their responsibilities as an employee may be subject to disciplinary action. Such employees may be given the opportunity to correct or improve their performance depending on the nature of the offense. Such situations may also result in termination of employment. Disciplinary actions may be grieved under the grievance procedure outlined in B, below.

Misconduct, improper conduct, unacceptable conduct, or other improper act may include, but are not limited to conduct such as dishonesty; abuse of leave or sick leave; tardiness; abuse of lunch hours or rest breaks; unauthorized absence from work; unwillingness or failure to comply with District procedures and policies; insubordination; failure to follow written or verbal instructions of a supervisor; violation of safety regulations; endangering others, or other acts of commission or omission in violation of proper conduct.

Flagrant violations such as dishonesty, theft, being under the influence of drugs or alcohol on the job, fighting, or disregard for established safety standards may result in termination without progressive discipline.

Management or Exempt employees serve at the pleasure of the Board of Directors and the Secretary-Manager and serve at-will and may be terminated with or without cause. Non-exempt employees will be subject to disciplinary action only for cause.

The District will investigate allegations of misconduct, improper conduct, unacceptable conduct or other improper act. The accused employee may be placed on paid administrative leave for the duration of the investigation. Prior to any action being taken against the accused employee, the employee will be given an opportunity to hear the charges and evidence and have an opportunity to explain the situation. The District will consider the employee's response and the evidence and determine the level of discipline deemed appropriate, if any. The employee will be notified of the District's decision in writing.

2. Garnishments

The District will comply with court-ordered garnishments in accordance with Washington State laws (Chapter 6.27. RCW).

- a. If the garnishment is the first received by an employee, the employee will be counseled by the Secretary-Manager and advised of the consequences of further garnishments. Every reasonable effort to counsel the employee through referral to an agency will be made in order to assist the employee in addressing the situation.
- b. A second garnishment will result in a meeting between the employee, Secretary-Manager and the District's legal advisor. Depending on the circumstances, the employee will be provided assistance, if possible, and will be issued a written warning that further garnishments will result in disciplinary action.
- c. A third garnishment within any twelve (12) consecutive months may result in termination as allowed under Chapter 6.27.170 RCW. Any exception to this provision must be recommended to and approved by the District.

B. Complaint and Grievance Procedure

Any employee or a group of employees who believes any condition affecting them is unjust, inequitable, a hindrance to effective operations, or creates a problem may file a complaint or grievance without fear of recrimination or retaliation. Grievances are serious issues and the intent of this procedure is to achieve resolution at the earliest step possible.

1. Step 1

The situation should be brought to the attention of the immediate supervisor, explaining the nature of the problem and suggesting a solution, if any.

- a. The supervisor may issue an immediate reply but in any case shall issue a reply within three workdays (Monday through Friday).
- b. If the supervisor's reply is not satisfactory, the matter shall be discussed with the department head who shall issue a response within three workdays.
- c. If that reply is not accepted, the matter shall be addressed through the written procedure below.

2. Step 2 Written Procedure.

- a. Within seven (7) workdays after receiving the response from the department head in Step 1b, above, the complaint/grievance shall be put into writing explaining the nature of the complaint and suggesting a solution and shall be given or mailed to the Secretary-Manager.
- b. The Secretary-Manager will review the complaint and ensure the procedures in Step 1, above, have been followed. If those procedures have not been followed, the Secretary-Manager shall explain the necessity for following the procedure to the complainant(s) and return the complaint for completion of Step 1.
- c. If the complaint is procedurally complete, the Secretary-Manager will further investigate the matter as appropriate and within seven (7) workdays issue a written decision.
- d. In the event a disciplinary action has been taken by the Secretary-Manager or Assistant Manager, the employee complaint or grievance will begin with Step 2, Written Procedure, and be filed in writing directly with the Secretary-Manager in accordance with Step2.a of this procedure.

3. Appeal Procedure

If the decision of the Secretary-Manager did not resolve the grievance, the employee(s) may file a written appeal to the Board of Directors.

- a. The written appeal shall be submitted to the Secretary-Manager. The appeal must state the nature of the problem, what was not acceptable with the Secretary-Manager's determination, and include copies of all documents produced and/or provided in the written procedure.
- b. The Secretary-Manager will:
 - i. Provide the Board of Directors with a full record of the problem and proceedings to date; and,
 - ii. Within ten (10) workdays after receiving the appeal, arrange for a meeting to include the employee and one or more members of the Board of Directors.
 - iii. The Board of Directors will render its judgment on the appeal in writing to the employee or representatives, with copies to all who attended the original meeting within seven (7) workdays following the next board meeting.
 - iv. If the grievance is still unsettled, either party may, within fifteen (15) workdays after the decision of the Board of Directors is due, seek mediation through the Public Employment Relations Commission. The PERC mediator may make recommendations which shall not be binding on either party. The parties shall share the cost of the mediator equally.

4. Complaint against the Secretary-Manager

If an employee or a group of employees believes the Secretary-Manager has violated the specific provisions of the Personnel Practice and Procedures Manual a complaint or grievance

may be filed directly with the Board of Directors without fear of recrimination or retaliation. If such a complaint is filed, the procedures below are to be followed:

- a. Within five (5) workdays of becoming aware of the matter, the complaint/grievance shall be put into writing explaining the nature of the complaint, include any evidence or documents substantiating the complaint/grievance plus records of any related hearings or proceedings, and suggest a solution shall be mailed to the Chairman of the Board of Directors at the District address.
- b. Within ten (10) workdays after receiving the complaint/grievance the Chairman or representative will conduct an investigatory meeting to include the employee, the Secretary-Manager and any witnesses deemed appropriate by the Chairman.

Within fifteen (15) days after the meeting or by the next board meeting whichever is later, the Chairman or representative will render a final judgment on the complaint/grievance in writing with copies to the complainant(s) and the Secretary-Manager.

CHAPTER XII: SAFETY

The District has established a comprehensive Safety and Accident Prevention Program (SAPP) that all KR D employees must review annually. To verify the employee has read and understands the SAPP, each employee must sign the back page. Safety and accident prevention policies and procedures are set forth in detail in various Board of Directors minutes and in management letters and notices. These include but are not limited to: DOT CDL Alcohol and Drug Testing Policy; Drug Abuse Policy Statement; and Kittitas Reclamation District Policy toward Medical Marijuana. The purpose of the safety program is to provide working conditions that are as safe as possible and practicable. The program is designed so District facilities and work practices comply with applicable laws and regulations set forth by the federal Occupational Safety and Health Act and the Washington Industrial Safety and Health Act (OSHA and WISHA). This program is designed with the benefit of the employee in mind and it is mandatory that employees carry out their duties consistent with the provisions of the safety program.

Safe work practices and compliance with the District's safety policies and with applicable federal and state laws and regulations is the individual responsibility of each employee and is the supervisory responsibility of all management employees. Safe work practices are to carry equal priority with productivity. The safety person is responsible to the Secretary-Manager for safety planning, coordination, policy development and training. This management assignment does not relieve individual employees or other supervisors of their safety responsibilities.

The Secretary-Manager will appoint a Safety Person to act as a communications link between the District work forces and management. Employees are free to discuss any matters which they feel pertain to safety issues without fear of criticism by their supervisor. The supervisors and/or safety personnel are responsible to see that the discussions of employees are conveyed to the Secretary-Manager and the department heads.

Responsibility for any decisions or actions based on recommendations from safety personnel rests with the Board of Directors and management.

A. Safety Committee

The parties recognize a mutual responsibility to maintain safe working conditions, and agree to establish a joint Safety Committee. The Safety Committee shall be maintained, and include for the District, at least, but not limited to, the Assistant Manager, three (3) employees from the field and maintenance crews, and as many additional members as deemed appropriate by the District. The purpose of the Safety Committee shall be to review and inspect equipment, facilities, operations, and methods, and to eliminate unsafe and hazardous conditions which are a potential danger to the health, safety, and welfare of the District's employees. The Safety Committee members shall be paid for the scheduled monthly meeting "at the straight-time" rate.

Employees are not required to work in unsafe conditions. Any unsafe condition shall be reported to the Supervisor who shall review and resolve the matter. After resolution, the Supervisor shall forward the information to the Safety Committee for review and further disposition.

B. Industrial Accident Reporting

The District will comply with all federal, state and local laws and regulations regarding industrial accident reporting, investigations and recording. Accordingly, all accidents occurring on District property or at a District worksite must be reported to the employee's supervisor whether or not the employee was injured or the injury required medical attention. This is so that all efforts can be made to provide a safe working environment and so that the District can strive to prevent similar accidents in the future. The Assistant Manager is responsible to ensure that all accidents are promptly investigated and corrective measures are taken.

C. Vehicle Accident Reporting

All vehicle accidents involving damage to District property, private property, public property, or persons shall be immediately reported. Employees involved in a vehicle accident must obtain information from the other party including the person's name, address, driver's license number, insurance company contact information, names of witnesses, claims of injury, and a description of damage caused. All information shall be submitted to the Assistant Manager. Employees shall complete any accident report required by State or local jurisdictions.

D. Protective Clothing

The District will provide safety clothing and equipment (safety glasses, hard hats and liners, hearing protectors, welding gloves etc.) when requested by the employee and when determined to be necessary for the protection of the employee. Personal safety equipment such as steel toed shoes, prescription safety glasses, etc., must be provided by the employee.

The District will not provide clothing for inclement weather. Employees must provide their own wet and cold weather clothing. Employees are expected to arrive at the start of their shift with sufficient clothing to allow them to work the entire shift in the weather of the day.

E. Heavy Duty Vehicle/Hazardous Materials Driver Requirements

Certain state and federal laws and regulations governing operation of heavy duty vehicles and special duty vehicles on public highways are applicable to the operation of some District vehicles and to the employees operating these vehicles. Employees in positions with essential functions requiring the operation of such vehicles, must as a condition of employment, possess a valid

Washington State driver's license with a commercial driver's license (CDL) endorsement or other appropriate licenses or endorsements.

The District will provide ongoing required training, testing and medical examinations at District expense to the extent state or federal laws allows the District to provide training, testing and medical examinations. State or federal law may require training and testing in addition to that provided by the District. The District will reimburse employees, except new hires, for that portion of the State driver's license fee associated with the CDL endorsement.

An employee who does not have or who has lost the CDL endorsement, or other appropriate required license or endorsement, may not operate District vehicles or equipment requiring such endorsement or license. Failure to obtain, or loss of, a required endorsement or license by an employee may result in termination of employment.

F. Pesticide Operator License

Certain state and federal laws and regulations governing purchase, storage, application and disposal of pesticides apply to some of the District's terrestrial weed control and aquatic weed control operations. These laws and regulations are subject to continual revision by state and federal agencies. The District will provide periodic training to keep District employee informed of these changes. It is mandatory that District employees comply with all applicable rules and regulations governing the purchase, storage, application and disposal of pesticides and to store, apply and dispose of these pesticides in a safe manner.

Employees working with pesticides must, as a condition of employment, obtain and maintain the appropriate pesticide operator's license. All employees working with pesticides must possess a valid public pesticide operator's license with endorsements for law and safety, weed control and aquatic weed control. Management employees are encouraged to possess a public pest control consultant license with endorsements for law and safety, and the pesticide they are applying. The District will reimburse the employee for any license fees associated with required licenses and additional licenses that benefit the District. Unlicensed employees may not apply herbicides except under the supervision of a licensed employee.

G. Use of Global Positioning System Devices

Because District employees often work alone and at remote locations, the District may install GPS devices on any or all district vehicles as a matter of employee safety. The device may not be disabled or inactivated/turned off without the express permission of Management.

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Acknowledgment and Receipt

I have reviewed a copy of the Employee Manual.

The employee handbook describes important information about KRD, and I understand that I should consult KRD management regarding any questions not answered in the handbook. I have entered into my employment relationship with KRD voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or KRD can terminate the employment relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with KRD. By distributing this handbook, KRD expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand and agree that nothing in this policy manual creates, or is intended to create, a promise or representation of continued employment and that employment at KRD is employment at-will, which may be terminated at the will of either KRD or myself.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by KRD or myself.

I have received the policy manual, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date