



*Natural Resources District*

**PERSONNEL POLICY MANUAL**

*Revised 05/14/19*

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# TRI-BASIN NATURAL RESOURCES DISTRICT PERSONNEL POLICIES

## I. INTRODUCTION

### A. Purpose and Use of the Manual

This manual has been prepared to inform the employees of Tri-Basin Natural Resources District ("District") about their responsibilities to the District and its customers, as well as the District's responsibilities and obligations to its employees and customers

### B. Organization of the Manual

This manual details how the District functions on a day-to-day basis, from its office hours to its guidelines regarding traveling on District business. It contains an alphabetical index, as well as applicable Appendix Sections with the current factual data necessary to implement the general policies, such as names, titles and location of District personnel, dates of District holidays, etc.

## II. OFFICE POLICIES

### A. Equal Opportunity Affirmative Action

The District declares and reaffirms a policy of equal employment opportunity, affirmative action in employment and non-discrimination in the provision of all of its services to the public.

#### 1. Equal Employment Opportunity:

The District will make all decisions regarding recruitment, hiring, promotions and all other terms and conditions of employment, without discrimination on the basis of race, color, religion, sex, national origin, age, handicap, marital status, Vietnam-era status, or other factors which lawfully cannot be the basis for employment decisions.

#### 2. Affirmative Action in Employment:

The District undertakes a program of affirmative action, to which good faith efforts will be directed to:

- a) Identify and eliminate employment practices that adversely impact minorities, women and others protected by applicable law, unless these practices can be validly related to occupational qualification;
- b) Replace such practices with others that are based on merit and valid job qualification;
- c) Develop, through special recruitment and other measures, more representative proportions of minorities and women employees where their under-utilization has occurred.

#### 3. Non-discrimination in Services to the Public

The District reaffirms its policy of non-discrimination on the basis of minority status, sex, or other illegal grounds, in the provision of all services to members of the public.

## **B. Anti-Harassment**

1. The District is an equal opportunity employer. Employment decisions are made without regard to an individual's race, creed, color, sex, national origin, age, or disability.
2. Any employee who believes that he/she is being mistreated because of minority or protected status should promptly bring such complaint to the attention of the General Manager or Chairman of the Board. In the event that it is difficult for an employee to bring up the subject of a complaint during office hours, the employee may contact these individuals at home. As far as there may be reason to do so, any complaint will be kept confidential.
3. In the event that an employee believes that he/she is being discriminated against through conduct which constitutes sexual harassment, and in the event that a complaint is brought to the attention of one of the above two designated individuals, a full and complete investigation will be instituted immediately to the extent that is appropriate. However, such investigation will be kept confidential or limited to the persons involved in the situation.
4. Sexual harassment as defined by the Equal Employment Opportunity Commission is "Unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when:
  - a) "Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
  - b) Submission to or rejection of such conduct by an individual is used as the basis for employment decision affecting such individual, or;
  - c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."
5. Any employee who brings a complaint to the attention of management shall suffer no retaliation or adverse employment decision as a consequence thereof.

## **C. Smoking Policy**

Smoking is not permitted inside any buildings or vehicles owned by Tri-Basin NRD. Smoking permitted areas may be established where smoking does not endanger life or property, or cause discomfort to others. Smoking permitted areas will be designated only upon employee's request and will be outdoors. Pursuant to the Nebraska Clean Indoor Act as may from time to time be amended. Neb. Rev. Stat. 71-5716 to 71-5734.

## **D. Drug-Free Work Place**

The District is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, the District unequivocally endorses the philosophy that the work place should be free from the detrimental effects of illicit drugs and/or alcohol. To ensure worker safety and work place integrity, the district prohibits the illegal manufacture, possession, distribution or use of controlled substances or alcohol in the work place by its employees.

In an effort to bring about a "Drug-Free Nebraska" and to assure employees of the District a work place free from illegal drugs and their effect, the District will implement the following Drug-Free Work Place Policy.

1. Scope: Applicable to all District employees.
2. Policy: It is unlawful to illegally manufacture, distribute, dispense, possess, be under the influence of, or use a controlled substance in the work place. It is also against District policy to illegally manufacture, distribute, dispense, possess, be under the influence of, or use alcohol in the work place. The District therefore, establishes a Drug-Free Work Place Policy for its employees.
3. Procedures:
  - a) All employees and each new hire will receive a copy of this policy.
  - b) As a condition of employment, all employees must acknowledge that they understand that it is unlawful to illegally manufacture, distribute, dispense, possess, be under the influence of, or use a controlled substance in the work place. It will also state that it is against District policy to illegally manufacture, distribute, dispense, possess, be under the influence of, or use alcohol in the work place. Disciplinary action may be imposed for violations of the Drug Free Work Place Policy.
  - c) If an employee violates the Drug-Free Work Place Policy, disciplinary action may be imposed according to established rules, regulations and employment policies of the District or applicable labor agreement.
  - d) If an employee is convicted of violating any criminal drug statute while in the work place, he or she will be subject to discipline up to and including termination. Alternatively, the District may require the employee to successfully finish a drug abuse program sponsored by an approved private or governmental institution.
  - e) An employee is required to report within five days any criminal drug statute conviction occurring in the work place to his or her immediate supervisor. The supervisor will immediately report such conviction to the General Manager or the District.
  - f) If the District is a grantee of federal funds, the District shall notify the federal grant agency within ten days after receiving notice of an employee's drug statute conviction.

#### **E. Office Hours**

Office hours are 8:00 to 5:00 p.m., Monday through Friday

#### **F. Work Schedule**

1. Work Week: The basic work week for the District begins at 12:00 a.m. Saturday and ends at 11:59 p.m. Friday. The basic work week for the District is 40 hours per week for all full-time employees. However, occasional needs arise that require work weeks longer than 40 hours.
2. Work Hours: Normal work hours are 8:00 a.m. to 5:00 p.m. with one-hour lunch break, Monday through Friday. Work at other times, including work on weekends and holidays, may be required. The General Manager may vary the office schedule from time-to-time due to hazardous weather conditions, other emergency situations, or when training or other District activities require staff to be elsewhere.

3. Pay Period: Employees are paid every two weeks. Employees will be paid on or before the second business day (Tuesday) following the end of the pay period.

#### **G. Overtime**

The District will multiply by 1.5 all hours actually worked over 40 hours in a work week by a non-exempt employee (hereinafter referred to as compensatory or comp time) and credit it to the employee. The employee may use this time for absences. If comp time is not used during the quarter in which it has been accrued, it will be paid out to the employee. Sick Leave, Annual Leave, Holidays or office closings for weather emergencies do not qualify as "hours worked".

1. Overtime over five hours per week shall be authorized by management before worked.
2. The basic work week cannot be changed without a board-approved change in this policy.
3. Sick Leave and Annual Leave may not be used to accumulate overtime (comp time) during a 40 hour work week.
4. Exempt: The following employee positions are exempt from overtime pay provisions:

<i>General Manager</i>	<i>Office Manager</i>
<i>Water Resource Coordinator</i>	<i>Land Resources Coordinator</i>

The General Manager, Office Manager, Land Resources Coordinator and Water Resources Coordinator are exempt from the payment of overtime compensation due to their management duties to the district.

5. Comp Time hours will accrue quarterly. Accrued comp time may be used in place of Annual Leave/Sick Leave. At the end of each quarter, employees will be paid for unused accumulated comp time. Unused Comp Time may not be carried over into the next quarter.
6. Hours Worked: All hours worked must be recorded and turned in at the end of each pay period by all employees, exempt or non-exempt.

The following are considered to be "hours worked":

- a) All time required or permitted to be on duty at the office, in the field, in meetings, conference, seminars or classes. On-the-job waiting time such as waiting for specific job assignments, for contractors at job sites, for equipment to be repaired, or for meetings to commence.
- b) Travel time while on district business, including actually traveling and waiting for transportation such as airline connections.
- c) Meal time while on district business, provided:
  - 1) Employee is luncheon or banquet speaker, M.C. or program organizer for the luncheon or banquet event.
  - 2) Purpose is a working lunch, etc., to discuss District business with Directors, staff or clients

- d) Any work conducted outside regularly scheduled hours will be paid. Traveling during the workday, job site to job site travel during the workday, and travel from outlying job site at end of day to the District's office will be compensated time.

The following are considered to be “hours not worked”:

- a) Off-Duty Time: The employee is relieved from duty, can leave the job site or office, can use the time off effectively for his or her own purposes, and is told in advance when to report for work. If an employee on his own initiative attends a school, college or trade school after hours, the time are not hours worked. Travel time from home to work (and vice versa) is not time compensated.
- b) On-Call Time: The employee is not required to remain at the office or job site, but is subject to be called to work. When an employee is called out on a job assignment, only the time spent actually making the call is counted as hours worked.
- c) Employee Sent Home for Lack of Work: If an employee is told, upon reporting for work, that there is no work available and the individual is sent home immediately, no time is logged. When an employee is required or allowed to wait for work after his or her work is scheduled to begin, the time spent waiting until the individual is put to work or sent home is logged as hours worked.
- d) Meal Periods: A meal period during the scheduled workday is not logged as hours worked, provided the employee is completely relieved from duty.
  - 1) Minimum time authorized for meal periods is 30 minutes. A meal period of less than 30 minutes is logged as hours worked.
  - 2) A meal period frequently interrupted is logged as hours worked (examples: on-the-job construction inspection during the lunch break, answering the phones during the lunch break).

## **H. Attendance and Punctuality**

- 1. All employees are required to be at their workstations and ready to begin work promptly at starting time and will continue to work until quitting time, except for authorized breaks.
- 2. If an employee must be absent from work, he or she shall notify his or her supervisor as far in advance of the beginning of the work day as possible, but no more than 1/2 hour after the normal starting time.
- 3. All employees are required to keep either weekly or monthly time sheets, which shall be furnished by the District. All employees shall accurately record their hours worked and any leave taken.

**I. Work Breaks**

1. Employees will, where practical, be granted a fifteen (15) minute work break in the morning and afternoon.
2. Work breaks will be arranged by the General Manager and/or the employees' supervisor. Employees will be expected to abide by work break schedules and be prompt in resuming their work after such breaks.
3. Work breaks will be staggered so that work areas are attended at all times. At no time will a visitor be made to wait while an employee is on break.
4. Each employee will receive a one (1) hour lunch break, usually from 12 noon to 1:00 p.m. except, for the convenience of the public, the general manager may direct lunch breaks to be staggered.

**J. Office Closings for Weather Emergencies**

Occasionally, the district office and NRCS Field Offices will close due to adverse weather conditions. The District headquarters will close any time that the Phelps County Courthouse closes due to adverse weather. Employees will not be required to report to work at the District office or NRCS offices whenever a Winter Storm Warning or Blizzard Warning are in effect in the area. Employees will be compensated with their regular hourly wage for time missed while warnings are in effect..

**K. Holidays**

1. The District will observe eleven (11) paid holidays per calendar year in conformation with Phelps County government holiday practices:

New Year's Day	Memorial Day	Columbus Day
Martin Luther King Day	Independence Day	Veteran's Day
President's Day	Labor Day	Thanksgiving Day
Friday Following Thanksgiving		Christmas Day

Employees will receive their regular rate of pay for these holidays. All Employees are eligible to receive Holiday pay. Part-time employees will receive Holiday pay on a prorated basis. Part-time employees will receive Holiday pay only if the Holiday falls on an otherwise regularly scheduled work day.

In addition to the aforementioned eleven (11) holidays, a "Floating" holiday shall be implemented in relation to Christmas ONLY. In years when Christmas falls on a Tuesday or Thursday, the "Floating" Holiday shall be used on the preceding Monday or following Friday, respectively. In all other years, only 4 hours of the "Floating" holiday will be used to allow Tri-Basin to close at noon on Christmas Eve.

2. Holidays falling on Saturday or Sunday will be observed Friday or Monday, respectively.
3. Field office employees shall observe all eligible holidays in accordance with the current federal holiday schedule.
4. An employee who is required to work on a holiday, or a part thereof, shall be paid at the same rate as if it were an ordinary workday, and in addition shall be paid for the holiday.



#### **L. Personal Business During Working Hours**

1. It is the policy of the District that sales persons or vendors will not be permitted to solicit business from employees during working hours. Not only does this disrupt the smooth operation of the District, but it places an unfair burden upon fellow workers.
2. Personal telephone calls shall be held to a minimum, both as to number and duration. Employee's families, friends, and relatives should be made aware of this policy. In case of an emergency, every effort will be made to notify the affected employee and get him/her to the phone.

#### **M. Outside Employment**

An employee may hold another job outside of District employment, provided it does not interfere with the employee's duties with the District, does not conflict with interests of the District, and the General Manager receives prior written notification.

#### **N. Tuition Assistance**

1. Full and part-time employees, enrolled in an accredited university, college, technical school or community college in courses of instruction related to their work or future advancement in the District are eligible for up to 70 percent reimbursement of tuition costs at the General Manager's discretion (reimbursement is for tuition only and does not include fees or textbook costs). The District will fund a maximum of \$300 per semester per employee.
2. To participate in the program, the employee must submit to the General Manager (prior to the first class) a request for tuition assistance. The General Manager will approve or disapprove the request.
3. To receive reimbursement, the employee must furnish evidence of successfully completing each course.
4. If an employee is eligible for reimbursement of tuition costs through programs other than the District program, the employee is expected to use those programs first.
5. Employees who receive tuition assistance will be required to:
  - a) Reimburse the District 100% of tuition assistance received if they leave the District's employment within one year of the course completion date.
  - b) Reimburse the District 50% of tuition assistance received if they leave the District's employment within two years of the course completion date.

#### **O. Memberships in Associations, Societies and Clubs**

The District encourages its employees to be active in local, state and national organizations that provide mutual benefits to the District and employee.

#### **P. Political Activity**

1. Unless specifically restricted by a federal or state law, no employee shall be prohibited from participating in political activities, except during office hours or when otherwise engaged in the performance of his or her official duties.
2. If an employee wishes to take part in political activities during normally scheduled

work hours, he or she must take annual leave; compensatory time or leave without pay to cover this period of absence. Any leave for political activity shall be approved in advance by the General Manager.

3. No employee shall use his or her job, position or title, to endorse a political candidate or political cause.

#### **Q. Conflict of Interest**

No employee shall use his or her job position, or any confidential information received through his or her job or position, to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which the individual is associated; nor shall such employee use personnel, resources, property, or funds under that individual's official care and control, other than in accordance with prescribed constitutional, statutory and regulatory procedures, or use such items, other than compensation provided by law, for personal financial gain. Neb. Rev. Stat. 49-14, 101(3) and (4). If an employee anticipates that they may have a of the conflict of interest, they must report said conflict to the General Manager.

If a District employee runs for and is elected to the Tri-Basin NRD Board of Directors, the employee must resign employment before being installed as a director.

#### **R. Gifts or Gratuities**

No employee shall solicit or accept anything of value including a gift, loan, contribution, reward, or promise of future employment, based on an agreement that the official action or judgment of the employee would be influenced thereby. Neb. Rev. Stat. 49-14, 101(2)

Any rebates, gifts, refunds acquired while conducting District Business, shall belong to the Disrtict. Unless otherwise specified by the board of directors.

#### **S. Safety and Accident Reporting**

1. All employees are expected to exercise caution, observe safety rules and use common sense in order to prevent property damage and personal injury to him/her, fellow workers, and the public.
2. Employees shall promptly report potential safety hazards to their supervisor. Personal injury and property damage accidents must be reported to management immediately.

#### **T. Nepotism Policy**

The District shall not hire more than one full-time, part-time or temporary employee from any family on a District-wide basis. Family is defined as any blood relative, spouse or in-law to include: husband, wife, parent, grandparent, brother, sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother-in-law and sister-in-law. If two employees within the District marry, one of the employees must leave the employment of the District. The individuals marrying shall have the opportunity to decide which one shall leave. If the individuals do not determine which employee shall leave, the District will make the decision.

No District Director or member of their family shall be employed by the District in a full-time, part-time or temporary position during said director's term in elected office.

## U. Federal Government Office Shutdown Policy

1. Shutdown of Operation for the First Two Days: The first two business days of the government office shutdown will be paid, regardless whether the employee is working at a USDA/NRCS office.
2. NRCS Shutdown of Operations With Duration of More than Two Days: TBNRD Field Office Secretaries will report for duty at the TBNRD Headquarters in Holdrege (see conditions below) or utilize approved annual or sick leave or request leave without pay (NOTE: Prior to approval, requests for leave without pay will be evaluated for potential impacts to other benefits provided by the TBNRD). TBNRD Field Office Secretaries will be reimbursed for mileage associated with travel from their official duty station to the TBNRD Headquarters in Holdrege. Official work hours will include the travel time to and from the official duty station and the TBNRD Headquarters in Holdrege. Official work schedule will remain as it is currently established.
3. NRCS Shutdown of Operations With Duration of More than Two Weeks – Additional options will be explored to make every reasonable attempt to ensure the TBNRD Field Office Secretaries are gainfully employed and productive in addressing TBNRD work activities and priorities.

## V. ACH Deposit

Employees can have their paycheck deposited through ACH deposit. The employee must be employed by the NRD for six months and have an Annual Leave balance of 40 hours and 40 Sick Leave hours and maintain a combined balance of at least 80 hours as long as the ACH option is being used.

## III. PERSONNEL POLICIES

### A. Employee Classifications

All employees will be designated to one of the following classifications:

1. Full-Time: A full-time employee is one who usually works eight (8) hours per day every working day and is required to work an average of forty (40) hours per week on a quarterly average basis. Full-time employees fall under two categories:
  - a) Permanent Full-Time employees work an average of at least 40 hours or more per week.
  - b) Temporary or Seasonal Full-time Employees work an average of 40 hours or more per week but are hired with the understanding that work is only seasonal or temporary and are hired with the knowledge that they will receive no employee benefits except Holiday pay, or other specific benefits offered by the NRD Board of Directors.
2. Part-time: A part-time employee works less than 40 hours per week on a quarterly average basis. Part-time employees fall under three categories:
  - a) A permanent part-time employee who works at least 20 hours per week, but less than 40 hours per week on a quarterly average basis.
  - b) A permanent part-time employee who works less than 20 hours per week, on a quarterly average, is hired with the knowledge that they will receive no

employee benefits except prorated Annual Leave, Sick Leave and Holiday pay. A seasonal or temporary part-time employee who works less than 40 hours per week and works on a seasonal/irregular basis to complete a specific task, specific length of time or has an irregular work schedule and is hired with the knowledge that they will receive no employee benefits except Holiday pay.

## **B. Chain of Command**

1. The Board of Directors of this District has granted full authority to the General Manager to hire, supervise and terminate all employees.
2. If an employee wishes to discuss a matter concerning his or her employment with management, he or she shall first discuss the matter with his or her Supervisor and then, if necessary, with the General Manager.
3. Any employee who believes that he or she has been unfairly treated under any personnel policy may request a review of the General Manager's decision by the Executive Committee of the Board of Directors. Such review shall be requested in writing within seven (7) days of the General Manager's decision. The Executive Committee has the discretion whether to submit the matter to the Board of Directors for review and guidance.
4. It shall be the responsibility of management to inform employees of the proper channel for communications with management through job descriptions, organizational charts and other means.

## **C. Terms of Employment**

1. Hiring New Employees
  - a) All applicants seeking employment with the District are required to submit a written application.
  - b) Supervisors and/or General Manager shall screen and interview job applicants.
  - c) The General Manager has been delegated the authority to hire and discharge all employees.
  - d) The Board of Directors of the District shall be responsible for hiring and discharging the General Manager.
  - e) An employee, who terminates employment with the District and later returns, shall return as a new employee.
2. Termination of Employment
  - a) All employees serve at the will of the District. An employee may be terminated for any reason or no reason at all. The General Manager shall not delegate the authority to terminate any employee. Any employee terminated shall have the opportunity for an exit interview with his or her supervisor or the General Manager.
  - b) An employee who is discharged forfeits all employee rights to District benefits including annual leave, sick leave, excluding any benefits that may be vested in District's Retirement Plan. Such employee and his or her family may be entitled to a continuation of the District health benefits (COBRA) at the employee's cost, depending on the specific provisions of the District's health insurance policy.

- c) An employee who is laid-off for lack of work or funding, voluntarily leaves, retires or dies, forfeits all employee rights to District benefits except for his/her accrued wages, annual leave, sick leave, and any benefits that may be vested in District's Retirement Plan provided the employee has completed a three-month probationary period. Such employee and his or her family may also be entitled to a continuation of the District health benefits (COBRA) at the employee's cost, depending on the specific provisions of the District's health insurance policy.
  - d) A full-time or part-time employee who is released from his or her employment because of lack of work, or for any reason other than the fault of the employee (as finally determined by the General Manager), will be entitled to two (2) weeks advance notice in writing. The District may also, at the General Manager's discretion, offer an employee two (2) weeks' severance pay.
  - e) If, upon termination of employment, an employee is in possession of district equipment or has made personal purchases on district accounts, that employee is responsible for returning said equipment or reimbursing the district immediately. If the situation is not rectified upon notification, legal action will be taken.
  - f) Upon termination, employees are responsible for their health insurance premium for family, spouse or children they would normally pay for the remainder of the current month. The premium for the employee and family portion, if applicable, will be NOT be prorated for that month. Coverage will continue until the last day of the month unless a continuation of COBRA coverage is elected at the employee's cost.
3. Seasonal or Occasional employees are not entitled to severance pay.
  4. Employees who voluntarily leave the service of the District are expected to give the District two (2) weeks advance notice in writing. Employees who voluntarily leave the service of the District are not entitled to severance pay.

#### **D. Performance Appraisal**

1. Management will furnish each employee with a job description. Changing situations may require alteration of work responsibilities.
2. It is the policy of the District to have the General Manager and immediate supervisor review the performance of each employee at regularly scheduled intervals, which usually will occur annually, except for new employees which will occur after the first (6) months of employment. Employees may appeal an appraisal as stated in the Chain of Command, Section C of this handbook.
3. It is the policy of the District to have the signed evaluations filed in each employee's personnel file. Evaluations will be signed by both the employee and the evaluator (immediate supervisor or general manager). The employee will receive a copy of the evaluation.
4. The Board of Directors are entitled to formally review the performance of the General Manager once a year at the end of the fiscal year. Evaluations will be signed by the General Manager, Board and filed in the General Manager's personnel file.

#### **E. Salary Review**

1. Salaries and wages will generally be reviewed annually during the preparation of the

District's budget. Changes in the General Manager's annual salary will be made solely at the discretion of the Board of Directors based on the availability of District funds, changes in work responsibilities, performance appraisal and such other factors which the Board of Directors deem appropriate.

2. The General Manager is authorized by the Board to determine and make salary and wage adjustments for the District staff within the salary and wage funds constraints determined annually by the Board. The salary and wage adjustments are to be based on availability of authorized funds, changes in work responsibility, performance appraisals and such other factors, which the Board deems appropriate. In simple terms, the Board sets the payroll budget, decides if salaries and wages should be changed, sets the General Manager's salary; and the General Manager sets the salary and wages of the staff within policy constraints specified by the Board of Directors.

#### **F. Employee Records**

1. The personnel records of employees of the District are confidential, and are available for inspection only by the applicable employee; the employee's designated representative and management of the District.
2. Personnel records may be reviewed by employees, or their designated representative, during normal work hours. Designated representatives will be permitted to inspect records only upon presentation of a written authorization signed by the employee.
3. The District may collect statistical data from applicants and employees for affirmative action purposes. This data is used for affirmative action analysis only and it is not available for any other purpose.

### **IV. BENEFITS**

#### **A. Annual Leave**

1. Full-time employees shall be allowed annual leave with pay at the following rate:

2 hours per work week	1 <sup>st</sup> -3 <sup>rd</sup> years of employment
2.5 hours per work week	4 <sup>th</sup> -9 <sup>th</sup> years of employment
3 hours per work week	10 <sup>th</sup> years and up employment

Permanent Part-time employees will receive prorated Annual Leave based on the same schedule with the same accumulation limits.

2. Annual leave may be taken in fifteen minutes increments or multiples thereof. Occasional absences of 30 minutes or less must be approved by the employee's immediate supervisor. For occasional short absences the employee has the option of using annual leave, making up the time, deducting it from accrued comp time or taking the time off without pay.
3. Annual leave accumulates throughout the year, but annual leave will be limited to thirty (30) days or (240 hours) on any payday.
4. Credited annual leave may not be used until after six (6) months' employment.
5. Upon voluntary resignation, lay-off for lack of work or funding, retirement or death, the employee (or beneficiary) shall be paid for his or her unused annual leave (up to a maximum of 240 hours) at a rate of payment based upon his or her regular pay at the time of retirement or death, provided the employee has completed the three-month probationary period.

6. Any annual leave taken must be earned in advance.

## **B. Sick Leave**

1. An employee is entitled to take sick leave during those periods when he/she is incapacitated from performance of duties by reason of sickness, off-the-job injury, or for medical, surgical, or dental examination or treatment, or where the employee's presence at work might jeopardize the health of others. An employee is also entitled to take sick leave during those periods when he/she is caring for an ill, injured or incapacitated family member (for purposes of this section, a "family member" is defined as a child, foster child, sibling, husband, wife or parent).
2. Funeral Leave: Accrued sick leave may be used by employees to attend the funeral of family members (child, foster child, sibling, husband wife or parent) or extended family members (aunt, uncle, cousin or grandparent). Staff may attend the funeral of a staff member, director or their family member on behalf of the District, during working hours, without taking personal leave, if approved by manager.
3. Eligibility for sick leave begins with the first day of employment.
4. All full-time employees shall accrue sick leave of one day (8 hours) per month, which may accumulate throughout the year, but any accrued leave excess of 60 days (480 hours) on the first payroll of each year will be lost. Permanent Part-time employees working 16-39 hours a week will receive prorated Sick Leave with the same accumulation limits.
5. Upon voluntary resignation, lay-off for lack of work or funding, retirement or death, the employee (or beneficiary) shall be paid for his or her unused sick leave (up to a maximum of 480 hours) at a rate of payment based upon his or her regular pay at the time of retirement or death, provided the employee has completed the three-month probationary period.
6. The granting of sick leave is subject to prompt notification. An employee requesting sick leave shall notify their immediate supervisor or supervisor's office as early as possible on each day when he or she does not report to work. A physician's certificate may be required by management at any time when an employee requesting sick leave.
7. An employee injured on the job is entitled to take sick leave; however, the District will pay only the difference between the employee's normal pay and any payment the employee receives from Workmen's Compensation.
8. In the event an employee uses all of his or her sick leave for an on-the-job injury, he or she will be entitled to Workmen's Compensation, if applicable, and disability insurance.
9. Sick leave can be taken in fifteen minute increments or multiples thereof. Occasional absences of 30 minutes or less must be approved by the immediate supervisor. For occasional short absences the employee has the option of making up the time, using sick leave, deducting it from accrued comp time or taking the time off without pay.

## **C. Family and Medical Leave**

1. The Family and Medical Leave Act of 1993 provides for unpaid family or medical leave. An employee is eligible for this leave if he or she has been employed for at least one year by the District and has completed at least 1,250 hours of service with the District in the twelve months proceeding the first day of the leave.

2. An eligible employee is entitled to a total of twelve weeks of leave during any twelve month period for one or more of the following:
  - a) In order to care for a newborn son or daughter;
  - b) In order to care for a newly adopted child or a newly placed foster child;
  - c) In order to care for a husband, wife, son, daughter, or parent who has a serious health condition;
  - d) If the employee is unable to perform the job functions of his or her position because of a serious health condition. "Serious health condition" shall mean any illness, injury, impairment, or physical or mental condition that requires either inpatient care (an overnight stay) in a hospital, hospice or residential medical care facility, or continuing treatment by or under the supervision of a health provider.
3. An eligible employee is entitled to a total of twenty-six weeks of leave to take care of a spouse, son, daughter, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise outpatient status, or is otherwise on the temporary disability retired list, for serious injury or illness.
4. An eligible employee may request a varied or reduced leave schedule.
5. An employee must declare FMLA leave after exhausting all Sick Leave and if they will continue to be in a non-pay status. An employee must provide 30 days advance notice in writing when the need for leave is foreseeable.
6. The District may require a certification, and a second opinion at the District's expense, to verify the employee's own or their family member's serious health condition. An employee returning from such leave because of a serious health condition may be required to provide certification that the employee is able to resume work.
7. An employee who takes such leave must be restored to the position they held at the time their leave began or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. An employee shall not lose employment benefits, which had accrued prior to the date the leave began; however, holiday pay, annual leave and sick leave will not accrue during leave. Health insurance, life insurance, and retirement benefits shall continue during leave, at the same level of coverage and under the same conditions previous to the leave period. Employees granted family or medical leave must report back to work at the end of the leave or be subject to termination. The District may require repayment of insurance premiums paid for the employee if the employee does not return to work, but must notify the employee, in advance and in writing, of the conditions under which payments must be made. Employee repayments for benefits must be made at the same time which they would normally be paid by the employee or on behalf of the employee by the District or according to a payment schedule voluntarily agreed to by the employer and the employee. Employees, who are terminated, resign or terminate after FMLA Leave may be eligible for continued insurance coverage (See COBRA Coverage – Section VII).
8. All family and medical leave must be approved in writing by the General Manager.



#### **D. Leave of Absence**

1. The District recognizes that there will be instances when, for various reasons, an employee may require time off, without pay, from his or her job to fulfill an important and essential obligation.
2. Anyone requesting a leave of absence for special or personal reasons must receive prior written permission from the General Manager.
3. Each request for leave of absence will be considered on an individual basis, and the granting of a leave will be at the sole discretion of the District.
4. The General Manager may grant employees an unpaid leave of absence, not to exceed 30 calendar days, when such absence will not interfere with the best interest of the District. Requests for leave of absence greater than 30 days must be approved by the Board of Directors. An employee must provide 30 days advance notice in writing when the need for leave is foreseeable.
5. All earned comp time (accounted for first) and accumulated annual leave (accounted for second) must be used prior to a leave of absence. An employee must declare a Leave of Absence after exhausting all Annual Leave and if they will continue to be in a non-pay status.
6. Holiday Pay, sick and annual leave will not accrue during a leave of absence, which exceeds 3 days.
7. Sick leave earned but unused prior to leave of absence will be carried forward upon the employee's return or paid to the employee upon termination, if the employee notifies employer in writing that they will not be returning to work or if they retire or die
8. An employee on leave of absence must pay the full cost of all insurance premiums normally paid by the employee and the District if they wish to continue coverage. If the employee does not pay the total premium while on a leave of absence, they may be required to provide evidence of insurability and in some cases observe a waiting period to be eligible for insurance coverage upon their return to work in a paid status.
9. During the leave of absence, the temporarily vacated position may be filled by either employing a temporary employee or assigning another qualified employee to assume the duties of the position.
10. Military leave and Family Medical Leave are governed by Federal and State Statutes so they are not regulated under this leave of absence policy.
11. Employees granted a leave of absence must report back to work at the end of the leave or their employment may be terminated.

#### **E. Sick Leave and Annual Leave Donation Program**

1. Sick Leave/Annual Leave Donations are available only to employees who have exhausted their Sick Leave and Annual Leave due to personal illness or injury or injury/illness of a family member (child spouse or parent), death of a family member (child, foster child, spouse or parent) or to fulfill an important and essential obligation.
2. Donating employees must sign an authorization, including the name of the specific employee who will receive the donation. No more than three months leave (total of all

donations) may be donated to an employee during a twelve-month period. Leave donated and transferred to another employee shall be irrevocably credited to the recipient's corresponding Sick Leave or Annual Leave account. Sick Leave and Annual Leave will not accumulate during a Leave of Absence that exceeds three days or during Family Medical Leave.

**Eligibility of Recipient:**

**Employee in need of a leave donation must:**

- a. Be in non-pay status for at least 3 consecutive days before they can request donation.
- b. Request a minimum of 24 hours leave donations.
- c. Be employed for at least six months.
- d. Exhaust all applicable earned paid leave time.
- e. Not offer anything of value in exchange for the donation.

**Eligibility of Donor Employee:**

**Employees who wish to donate leave must:**

- a. Donate a minimum of 4 hours and maximum of 40 hours.
- b. Not solicit nor accept anything of value in exchange for the donation.
- c. Have remaining to their credit at least 40 hours of accrued Sick Leave and at least 40 hours of accrued Annual Leave.

**F. Jury Duty**

1. An employee serving on a jury shall receive his or her regular pay during the time of jury service, except the District shall reduce the pay of an employee by an amount equal to any compensation, other than expenses, paid by the court for jury duty. Employees are required to notify the District of any court payments for jury service in excess of regular pay.
2. An employee serving on a jury shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of annual leave, or any other form of penalty, as a result of his or her absence from employment due to jury duty, upon giving reasonable notice to his or her Supervisor or the General Manager.

**G. Military Leave**

1. All employees, including temporary, who are members of the National Guard or any other reserve component and who participate in the active service of the State or United States, pursuant to written orders or authorization of competent authority, will receive their full pay in addition to their military pay for up to 15 work days in any one calendar year. This does not include weekend drills.
2. Employees who are ordered to active duty of the State by the Governor under emergency conditions will be granted additional leave until such member is released from active duty service by competent authority. During this additional leave of absence, such employee shall receive the difference between his or her full District pay and military pay provided the military pay is less than his or her District pay.

## **H. Group Health and Dental Insurance Plan**

1. The District provides a Group Health and Dental Insurance Plan for all employees that work an average of 20 hours or more each week on a quarterly average basis. Employees are also eligible to enroll their spouse and dependent children (if the employee chooses a type of family coverage).
2. The District pays 100% of the single coverage and 33% of family coverage for Health and Dental Insurance. If the employee chooses Family coverage, the employee's portion is handled through payroll deduction.
3. It is possible, under IRS regulations and the District's Employee Health and Welfare Benefit Plan, for employee contributions for Health Insurance to be treated as pre-tax income.
4. Health insurance coverage begins on the 1<sup>st</sup> day of the month following the employees hire date. Termination of coverage occurs on the last day of the month.

## **I. Life Insurance, Accidental Death and Dismemberment and Long-Term Disability**

The District provides Group Life Insurance, Accidental Death and Dismemberment Benefits, and Long-Term Disability Benefits to all permanent employees that work an average of at least 20 hours/week on a quarterly average in amounts determined on the basis of each employee's annual salary. The District pays 100% of the cost. Upon termination, if applicable, the employee is responsible for any insurance premiums.

## **J. Worker's Compensation**

The District provides Workers Compensation Insurance, which covers job-related injuries. If an employee is injured on the job, he or she shall immediately report such injury to his/her Supervisor or the General Manager.

## **K. Retirement Plan**

1. The District provides a retirement plan (414h) for employees who are eligible to participate. All new permanent employees who work at least twenty hours per week on a quarterly average and 19 years of age are required to participate in the retirement plan beginning after completion of six (6) months of cumulative service working at any NRD (includes part-time or seasonal).
2. Both the District and the employee are required to contribute to the plan in accordance with the provisions of the plan. The employee's contribution will be deducted from his/her paycheck each pay period. Employee contributions are treated as pre-tax income, in accordance with IRS regulations and the Nebraska Association of Resources Districts Employees Governmental Retirement Plan.
3. A summary of the plan will be provided to all employees who participate in the plan.
4. All permanent employees, 19 years of age or older, who work at least twenty hours per week are eligible to participate in a supplemental retirement contribution plan (457b), at their own expense, after the completion of six (6) months of continuous service.

## **L. Employee Meetings and Employee Training**

1. Employees may be required to attend periodic employee meetings scheduled by management. These meetings provide management with an opportunity to inform

employees of District policies, disseminate information and schedule training. It also provides the employees with an opportunity to express their views and make suggestions to management.

2. The District encourages employees to seek job related training through special conferences, schools and correspondence courses; however, approval for attendance at District expense must first be obtained from the General Manager.

#### **M. Health Flex Spending Plan and Dependent Care Flexible Spending Plan**

1. The District provides a Flexible Medical Spending Plan and a Dependent Care Flexible Spending Plan to all permanent employees working an average of at least 20 hours/week.
2. Employees may sign up for both flexible spending plans in December of each year. Program payroll deductions will commence the following in January.
3. Both plans are optional, with the participating employee determining the amount of the payroll deductions per year based on the limits of the NARD Flexible Spending Plan.
4. Employee contributions are treated as pre-tax income, in accordance with IRS regulations and the Nebraska Association of Resources District Flex Sending and Dependent Care Flexible Spending Plans.
5. Employees participating in either plan are bound by restrictions or guidelines as stated in the NARD Flexible Spending Plan.

#### **N. Employer Sponsored Wellness Program**

1. The District cares about the physical and mental well-being of its employees. The District participates in a Wellness Program in conjunction with the Nebraska Association of Resources Districts. The Wellness Program provides wellness information to employees through brochures, Learning Lunches, health screenings and other activities. Participation in a “wellness” activity conducted during regularly scheduled working hours or over a lunch period is considered paid work time.
2. Employees are encouraged to participate in the Wellness Program, but participation is voluntary.
3. Tri-Basin offers time off in exchange for participating in the Wellness Challenge. Annual Leave is awarded quarterly (5 Wellness Points equals 15 minutes of Annual Leave).

#### **O. Occupational Accident & Business Travel Accident Coverage**

Accidental Death Benefit of \$100,000 is provided to all full-time employees while on an authorized business trip. Coverage begins at the start of the trip and ends when the covered person returns to his or her home or place of work. An activity not reasonably related to your business and is not incidental to the purpose of the trip would not be covered. (Coverage does not include commuting between home and place of work.)

## **V. EQUIPMENT AND TRAVEL**

### **A. Employee Use of District Equipment and Facilities**

Employees generally may not use the District's facilities, tools, computers and internet, vehicles, equipment, supplies, or facilities other than for the business of the District. Employees are allowed to use District cell phones for personal use as long as no cost is incurred by the district and data of questionable content is not accessed. The General Manager may allow exceptions to this policy if equipment or facilities are to be used for the benefit of another agency or charitable organization and have been approved in advance. Employees' may use tools, equipment, supplies, or facilities that are offered by the District to the general public under the same terms and conditions as the general public is required to abide by.

### **B. Internet Access**

The District expects each employee to protect the integrity of the District's computer system. Accessing information of questionable content (questionable content refers to downloads, emails or websites relating to violence, nudity, illegal activities, intolerance, etc.) is prohibited.

### **C. District Provided Cell Phones**

Cell Phone use is reimbursable if you choose to use your cell phone rather than NRD provided phone. The General Manager must approve reimbursement. Reimbursement will be \$55/month for full-time employees for a smartphone, when smartphone is a requirement of job. Reimbursement shall be included in the bi-weekly payroll (26 equal reimbursements), except on a third payroll of that month. Reimbursements are non-taxable, as defined by the Internal Revenue Code. The employee shall be responsible for replacement of their broken, lost or stolen equipment and shall notify management if their phone becomes unavailable. The employee is responsible for maintaining a calling, texting and data plan. Cell phone accessories are the responsibility of the employee. The employee also agrees that their cell phone number shall be provided to the public, staff and directors, when necessary, to facilitate their job requirements.

### **D. Use and Operation of District Vehicles**

1. Personal use of any District vehicle is prohibited. It is the responsibility of the District and the employee to see that District vehicles are used only for District business.
2. Any District employee who drives a District vehicle must use a seat belt, and have a valid driver's license and carry it with him/her while operating the vehicle. All passengers riding in District vehicles shall wear seat belts.
3. The District is not responsible for damage to an employee's personal vehicle while an employee is engaged in District business. Employees using their personal vehicle for District business must have valid vehicle liability insurance. Any property damage or damage to a personal vehicle that occurs while conducting District business will be the responsibility of the employee's personal vehicle insurance. Any physical injury to an employee would be covered under the District's Workman's Compensation insurance. The District will only pay mileage for use of a properly licensed and insured vehicle, driven by a properly licensed driver in a safe manner.
4. The District provides insurance for bodily injury, liability and property damage to the property of others that occurs while a District employee is operating a District vehicle within the course and scope of an employee's employment.
5. From time-to-time, it may be necessary for employees to drive District vehicles home;

however, no such use is permitted unless the employee has received prior approval from the General Manager.

**E. Traffic Violations**

1. Employees who drive District vehicles are expected to observe all traffic rules.
2. Drivers who are cited for any traffic violation (including parking tickets) will pay their own fines.
3. All violations shall be promptly reported to the employee's supervisor or the General Manager.
4. The District may require drivers, who are cited for traffic violations, to take a drug and/or alcohol test.

**F. Actual and Necessary Expenses of Board Members and Staff**

1. Actual and necessary expenses incurred by directors and staff that attend approved functions of the district shall be reimbursed by the district using the following "ACCOUNTABLE REIMBURSEMENT PLAN", in accordance with IRS regulations 1.162-17 and 1.274-5T(f), with the following terms and conditions:
  - a. The District will reimburse only reasonable district related business expenses incurred by an employee/Director. Subject to budget limitations, such expenses will include:
    - 1) Business use of automobile, up to the current IRS standard mileage rate currently being used by the District.
    - 2) Business travel away from home: transportation, parking, lodging, meals/tips and any other expenses necessary to carry out the business of the District.
    - 3) Convention, conference and workshop expenses
  - b. The employee/director will account for each allowable expense in writing at least every 90 days. Documentation will include the amount, date, place and business purpose for each expense. A receipt will accompany documentation. If a receipt is not available or lost, the employee/director will complete an Affidavit of No Receipt.
  - c. Under this accountable arrangement the District will not report reimbursed amounts as taxable income on the director's Form W-2. The director should not report reimbursed amounts as income on Form 1040.
2. Actual and necessary expenses shall include, but not be limited to, registration fees, tuition, meals, gratuities for meal (not exceeding 20%), lodging, workshop and training materials, publications and transportation (either mileage or commercial or charter services).
3. Approved functions of the Tri-Basin NRD shall include:
  - a. Functions sponsored or conducted in part or in whole by the Tri- Basin Natural Resources District or state, regional or national organizations of which the Tri-Basin Natural Resources District is a member, or

- b. Functions sponsored or conducted in part or in whole by the agencies, departments, divisions, or subdivisions of the State of Nebraska or the United States Government, or
  - c. Other functions specially approved by the Board of Directors, Executive Committee, Chairman of the Board, or the General Manager.
4. Staff will pay for all their spouses' expenses on all NRD related meetings or conventions. This includes meals, travel expenses, registration fees and lodging. A single room rate will be paid by the district for directors and staff when accompanied by their spouse. When advance reservations are made for spouses for travel or lodging, the cost for these expenses will be taken off the current or following month's expense vouchers or quarterly expense vouchers in which the reservations were made.
  5. Directors and staff will receive the current IRS approved rate per mile for use of personal vehicles for NRD related business.
  6. All out-of-state travel must be approved by board action prior to the travel. In an emergency the Chairman of the Board can grant this authority.
  7. The district may, at its cost, provide non-alcoholic beverages and/or meals to volunteers who, at the request or permission of the district, engage in activities related to the purposes or functions of the district.
  8. The District does not pay for alcoholic beverages but will allow staff to reimburse the cost of alcoholic beverages charged on District credit cards.
  9. The district may, at its cost, hold one recognition dinner each year for elected and appointed officials, employees, or volunteers of the local government. The maximum cost per person for such dinner shall be established by formal action of the governing body, but shall not exceed \$25.
  10. The district may, at its cost; award plaques, certificates or other items of value, not to exceed a maximum value of \$200 to elected or appointed officials, employees or volunteers. Employment Awards may be given at the Bi-Annual Recognition Banquet based on years of service accumulated as of January 1st of the current year.
  11. The District may choose to issue business credit cards to employees. District credit cards are to be used for district expenses only. In the event an employee charges personal items to the business credit card, he/she is responsible to immediately notify the district and repay the personal charges.

## **VI. EMPLOYEE ACKNOWLEDGEMENT**

The following is a copy of the employee acknowledgement that the employee and spouse will sign, date and return to the NRD.

This manual is given to each staff member as a matter of information only. The policies and procedures described in this manual are not to be considered conditions of employment. The Board of Directors of the District reserves the right to modify, revoke, suspend, terminate or change any or all such policies at any time. This manual is not intended to create nor is it to be construed as a contract of employment. The employment relationship between the District and its staff is considered an "at will" relationship and may be terminated by either party at any time, with or without notice. In the event that statements by District supervisors are inconsistent with the policies contained in this manual, the policies of the manual shall govern.

I, \_\_\_\_\_, acknowledge receipt of the District's manual. I have read the staff manual and understand its terms and provisions. I agree to be bound by the rules and regulations contained in this manual, as well as other rules, regulations and policies that may be established. I understand and will abide by the Drug and Alcohol Free Work Place Policy and acknowledge disciplinary action may be imposed for violations of the District's Drug and Alcohol Free Work Place Policy. I also understand that the District has the right to change its policies, procedures and working conditions from time to time without notice to me.

I understand and agree that nothing contained in the staff manual, employment application or any other District rule, regulation, policy or practice should be interpreted or construed as conferring employment for a specific term or as an employment contract. I further understand that the District and I both have the right to discontinue the employment relationship at any time and for any reason.

\_\_\_\_\_  
Name of Employee

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

\_\_\_\_\_  
Date

## VII. CONTINUATION OF GROUP HEALTH COVERAGE FOR QUALIFIED PERSONS

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that your group plan allow qualified persons (described below) to continue group health coverage after it would otherwise end. The term "group health coverage" includes any medical, dental, and prescription drugs coverage that are included in the group health plan.

The following is a general summary of COBRA and is intended to provide information about your rights and obligations under COBRA. If you should become eligible for COBRA, you will receive a specific notice and election form.

### A. Qualified Persons/Qualifying Events

Continuation of group health coverage must be offered to:

1. A Member (and any covered Dependents) following:
  - a) Termination of employment for a reason other than gross misconduct, or
  - b) Reduction in work hours.

Note: Taking a leave under the federal Family and Medical Leave Act (FMLA) is not a qualifying event under COBRA. A Member qualifies for COBRA when the Member:

- a) Does not return to work after completion of FMLA leave; or
  - b) Notifies the plan holder (employer) of the intent not to return to work during a FMLA leave.
2. A Member's former spouse (and any children) following a divorce or legal separation from the Member.
3. A Member's surviving spouse and/or children following the Member's death.
4. A Member's child following loss of status as a Dependent under the terms of the plan (e.g. attaining the maximum age, marriage, joining the armed forces, etc.)
5. A Member's spouse (and any children) following the Member's enrollment under Medicare and decision to
  - a) Terminate employment
  - b) Reduce work hours; or
  - c) Drop group Health coverage.
6. A Member's child who is born to or placed for adoption with the Member who is on COBRA continuation due to termination of employment or reduction in work hours.



Note: COBRA continuation is not available to any Member or Dependent who after the date of election becomes enrolled under Medicare or covered under another group health plan and has satisfied the pre-existing exclusion provision.

**B. Continuation Period:**

Following a qualifying event, group health coverage can continue up to the maximum continuation period. The maximum continuation period for a Member (and any covered Dependents) following a termination of employment or reduction in work hours is 18 months. For a Member's child that is born to or placed for adoption with the Member while on COBRA continuation, the maximum continuation period for that child will be the Member's maximum continuation period.

Following a termination of employment or reduction in work hours, a qualified person who has been determined Disabled by the Social Security Administration either before or within 60 days after a qualifying event may request an 11-month extension of COBRA's continuation. The maximum COBRA continuation will be 29 months (see Section D.)

When a Member becomes enrolled under Medicare before employment terminates, work hours are reduced, or a decision to drop group coverage, the maximum continuation period for the Dependents will be the longer of:

1. 36 months dating back to the Member's enrollment under Medicare; or
2. 18 months from the date of the qualifying event (termination of employment, reduction in work hours, or decision to drop group coverage).

The maximum continuation period for Dependents following a qualifying event described in A. 2. through A. 4. is 36 months.

**C. Second Qualifying Events**

If during the 18-month continuation period (or 29 months for qualified persons on the Disabled extension), a second qualifying event described in A.2. through A.5. occurs, the maximum continuation period can be extended for the Dependents up to 36 months. That is, following a second qualifying event, Dependents may continue for up to a maximum of 36 months dating from the Member's termination of employment or reduction in work hours.

Note: Dependents must request extended COBRA continuation within 60 days after a second qualifying event occurs.

**D. Disabled Extension**

Following a termination of employment or reduction in work hours, a qualified person (Member or Dependent) who has been determined disabled by the Social Security Administration either before or within 60 days after a qualifying event may request an extension of COBRA continuation from 18 months to 29 months. The disabled person must submit a written request for the extension to the plan holder (employer) within;

- a) 60 days after receiving the social Security determination
- b) Before the 18-month continuation period ends; otherwise the right to the 11-month extension expires.

The 11-month extension will end the earlier of:

- a) 30 days following the date the person is no longer determined by Social Security to be disabled; or
- b) The date COBRA continuation would normally end (see Section E.)

Qualified family members of the disabled person may also continue coverage during the extension.

#### **E. Termination of COBRA Continuation**

COBRA continuation ends the earliest of the following:

1. The date of maximum continuation period ends.
2. The date the qualified person becomes enrolled under Medicare.
3. The end of the last coverage period for which payment was made if payment is not made before the grace period ends (see Section 1.)
4. The date the plan holder's (employer's) group health plan is terminated (and not replaced by another group health plan).
5. The date the qualified person becomes covered by and has satisfied the preexisting exclusion provision of another group health plan.

#### **F. Plan holder (Employer) Notification Requirement**

Qualified persons must be notified of the right to elect COBRA continuation within 14 days after a qualifying event. Qualified persons must make written election within 60 days after the later of:

- a) The date group health coverage would normally end, or
- b) The date of the plan holder's (employer's) election notice.

The election notice must be returned to the plan holder (employer) within this 60-day period; otherwise the right to elect COBRA continuation ends.

#### **G. Qualified Person Notification Requirement**

Qualified persons must notify the plan holder (employer) within 60 days after:

- a) A divorce or legal separation from the Member, or
- b) The date a child ceases to be a Dependent child under the terms of the plan.

Within 14 days following notice by the qualified person of these qualifying events, the plan holder (employer) must provide the qualified persons with an election notice. Qualified persons must elect continued coverage within this 60-day period after receipt of the election notice, otherwise the right to elect COBRA continuation ends.

#### **H. Monthly Cost**

Persons electing COBRA continuation can be required to pay 102% of the cost for the applicable coverage (COBRA permits the inclusion of a 2% billing fee). Persons who qualify for the 11-month extension due to disability can be required to pay 148% of the applicable cost (plus a 2% billing fee) for the 19<sup>th</sup> through the 29<sup>th</sup> month of Cobra continuation.

#### **I. Grace Period**

Qualified person has 45 days after the initial election to remit the first payment. All other payments (except the first payment) will be timely if made within the grace period of the plan. COBRA continuation will remain in effect during the grace period provided payment is made prior to the end of the grace period.

#### **J. Plan Changes**

COBRA continuation will be subject to the same benefit and rate changes as the group plan.

**K. Newly Acquired Dependents**

A qualified person may elect coverage for a Dependent acquired during COBRA continuation. All enrollment requirements that apply to Dependents of active Members apply to Dependents acquired by qualified persons during COBRA continuation.

Coverage for newly acquired Dependents will end on the same dates as described in Section B. Exception: Coverage for newly acquired Dependents, other than a Member’s Dependent child who is born to or placed for adoption with the Member under A.6., will not be extended as a result of a second qualifying event described in Section C.

**L. Individual Purchase (Conversion)**

When a qualified person is no longer eligible for COBRA continuation, he/she may apply for Individual Purchase, if available, under the group health plan. Persons who are eligible for similar benefits which would result in over-insurance or whose COBRA continuation ends because payment was not made timely may not purchase conversion. An application for Individual Purchase will be provided 180 days before the end of the maximum continuation period. Application for Individual Purchase, and payment of the required premium, must be made within 31 days after COBRA continuation ends. Dental and vision care coverages are not included with the Individual Purchase option.

**M. Core and Noncore Benefits**

Qualified persons are eligible to elect group health coverage(s) for which they were covered on the day before the qualifying event. Core means any group health benefit other than dental care. Noncore means dental care. If a qualified person has core and noncore coverage on the day before the qualifying event, they must be allowed to elect either:

- a) Core benefits only, or
- b) Core plus noncore benefits.

However, if the plan allows active Members to elect noncore benefits only or the only benefits available under the plan is noncore, the qualified person may elect only noncore benefits.

**VIII. EMPLOYEE ACKNOWLEDGEMENT OF COBRA**

The following is a **copy** of the employee acknowledgement that the employee and spouse will sign, date and return to the NRD.

**EMPLOYEE ACKNOWLEDGEMENT OF  
CONTINUATION OF GROUP HEALTH COVERAGE FOR  
QUALIFIED PERSONS**

I acknowledge that I have received a copy of general notice of Continuation of Group Health Coverage for Qualified Person. The notice informs me, my spouse, and dependents of rights and obligations for continuation of group health coverage under the law.

\_\_\_\_\_

Signature of Employee

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Spouse/Dependent

\_\_\_\_\_

Date

Both employee and spouse/dependent must sign this receipt. Please return this signed form to Tri-Basin NRD.

**EMPLOYEE ACKNOWLEDGEMENT OF  
PERSONNEL POLICY MANUAL**

Note to all Employees:

This manual is given to each staff member as a matter of information only. The policies and procedures described in this manual are not to be considered conditions of employment. The Board of Directors of the District reserves the right to modify, revoke, suspend, terminate or change any or all such policies at any time. This manual is not intended to create nor is it to be construed as a contract of employment. The employment relationship between the District and its staff is considered an "at will" relationship and may be terminated by either party at any time, with or without notice. In the event that statements by District supervisors are inconsistent with the policies contained in this manual, the policies of the manual shall govern.

I, \_\_\_\_\_, acknowledge receipt of the District's manual. I have read the staff manual and understand its terms and provisions. I agree to be bound by the rules and regulations contained in this manual, as well as other rules, regulations and policies that may be established. I understand and will abide by the Drug and Alcohol Free Work Place Policy and acknowledge disciplinary action may be imposed for violations of the District's Drug and Alcohol Free Work Place Policy. I also understand that the District has the right to change its policies, procedures and working conditions from time to time without notice to me.

I understand and agree that nothing contained in the staff manual, employment application or any other District rule, regulation, policy or practice should be interpreted or construed as conferring employment for a specific term or as an employment contract. I further understand that the District and I both have the right to discontinue the employment relationship at any time and for any reason.

\_\_\_\_\_  
Name of Employee

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

\_\_\_\_\_  
Date

**EMPLOYEE ACKNOWLEDGEMENT OF  
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QUALIFIED PERSONS**

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Signature of Employee

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Date

\_\_\_\_\_  
Signature of Spouse/Dependent

\_\_\_\_\_  
Date

Both employee and spouse/dependent must sign this receipt. Please return this signed form to Tri-Basin NRD.

