



Title: Approve and Adopt Updated MCWD Employee Handbook

Resolution number: 23-085

Prepared by: Name: Deb Johnson
Phone: 952.641.4500
djohnson @minnehahacreek.org

Reviewed by: Name/Title: Tessa Vacek, Administrative Services Manager and Louis Smith, District Legal Counsel

Recommended action: Board of Managers approval and adoption of updated MCWD employee handbook

Summary and Purpose:

The District's current employee handbook was last revised in 2015. Since then there have been a number of new District policies established and approved by the Board of Managers. Process changes and how the District manages certain policies, along with roles and responsibilities have also changed. Most importantly there have been a number of state law changes that have yet to be formally incorporated into the District's employee handbook.

The purpose of updating the handbook is threefold:

- Incorporate new (previously approved) District policies;
- Incorporate new processes and roles and appropriately reflect how the District administers these workflow processes on a day-to-day basis; and
- Incorporate state law changes to ensure the District is compliant with Minnesota law.

As there are other legislative changes on the horizon, staff is recommending the handbook updates be completed in a phased approach with Phase I review and approval by the Board of Managers at the December 28, 2023 board meeting.

Staff will begin Phase II updates mid-2024 and will continue the process of reviewing language and processes, as well as investigate policies that the District may wish to bring before the Board for consideration. Language or law changes that may have taken place since the last update will also be included. Phase II is tentatively scheduled for Board review and approval prior to January 1, 2025.

And finally, Phase III will incorporate the new Minnesota Paid Family and Medical Leave law that becomes effective on January 1, 2026.

Phase I proposed changes:

- Throughout the handbook updates of responsibilities language i.e. updated to read Operations staff, District Administrator and/or Program Manager replaces current references to "Operations and Support Services Director"
- Updated definitions as needed or required based on overall changes and updates to the handbook
- Minnesota law changes requiring updates, including
 - EEOC language (effective 2022)
 - Includes the new Minnesota Crown Act language whereby persons cannot be discriminated against because of hair texture or styles

- Nursing Mothers, Lactating Employees and Pregnancy Accommodations (effective July 2023)
 - New state law language includes guarding against discipline or discrimination
- Holiday schedule (effective June 2023)
 - Added June 19th – Juneteenth – to the holiday schedule after becoming state law
- Election/voting leave (effective July 2023)
 - Replaced with League of Minnesota Cities model language which includes new state law reference regarding absence from work for time necessary to vote
 - Updated to include language regarding time off for delegates to party conventions
- School conference leave (effective July 2023)
 - New law extends to any employee being eligible for leave for school conferences (District policy previously limited this to those employees who had worked at the District for at least 12 months)
- Bone Marrow/Organ Donation leave (effective July 2023)
 - Updated with League of Minnesota Cities model language which better defines the policy and includes new state law language regarding discharge or discipline of an employee participating in a donation process
- Earned sick and safe time policy (effective January 1, 2024)
 - The District’s sick leave policy has been updated (and expanded) to comply with the new Minnesota law for Earned Sick and Safe Time (ESST)
 - Throughout the handbook any reference to “sick leave” has been replaced by ESST reference or ESST language to comply with the new law
 - Note: the District’s current accrual rate of 2.77 hours earned each pay period is within (exceeds) the compliance parameters of the new state law, thus staff proposes no change to the accrual rate. Updates made to remain in compliance are the purposes for which staff can use the new ESST policy, (for example to seek legal advice regarding domestic violence), as well inclusion of non-family members that staff may need to care for
- District policies, previously approved by the Board of Managers to be incorporated into the handbook include,
 - Drug & Alcohol Use (Board approved September 2022)
 - Probationary period (Board approved December 2022)
 - Employee sick (ESST) & vacation donation policy (Board approved June 2022)
 - Compensation policy (Board approved January 2019)
 - Recognition policy (Board approved November 2020)
- Handbook updates to District processes and how policies are administered including,
 - Limitations, Purpose and Administration section to include League of Minnesota Cities model language which more clearly defines this information
 - Job posting, recruitment and selection
 - Updated internal process for open position(s), including where posted, process for interviews, selection and hiring
 - Discipline section now includes a reference to written performance improvement plans
 - Resignation not in good standing section, on advice of counsel, has added information regarding ESST payout eligibility
 - Criminal background checks replaced with League of Minnesota Cities model language which is more succinct than current District policy
 - Dress code policy includes new language regarding staff who may require an accommodation
 - General information, including personnel files
 - Streamlined information and internal process for staff on how to gain access to review their personnel file
 - Performance review process
 - Updated internal process and added League of Minnesota Cities model language regarding performance reviews being retained as part of the employee’s personnel file
 - Employment Classifications

- Updated with League of Minnesota Cities model language which more clearly describes the necessary requirements
- Exempt and non-exempt definitions clarified using League of Minnesota Cities model language
- Work week and core hours language streamlined
- Timekeeping updated to reflect current process
- Pay period language updated and includes League of Minnesota Cities model language regarding direct deposit of pay checks
- Meal and break periods updated and streamlined using League of Minnesota Cities model language
- Insurance
 - Added statement recommended by the League of Minnesota Cities regarding insurance as an important factor in staff's total compensation package
 - Replaced details about the Employee Assistance Program (EAP) with a summary as this is an insurance company benefit and not directly related to the District policies
- Vacation leave includes new statement regarding staff not requesting vacation exceeding their accrual and overall language updates made to streamline current language
- Tuition reimbursement
 - Updated District's process from employee submission to District Administrator's approval to align with current process
- Retirement
 - Removed reference to PERA phased retirement as policy has expired
- Respectful workplace policy replaced with League of Minnesota Cities model language which updates the District's current policy and includes the necessary requirements and action steps

Phase II

Phase II review will begin mid-2024 with approval by the board tentatively scheduled before January 1, 2025. Staff will review handbook policies and processes that may be updated and tentatively include:

- General Employment Related Practices
- Attendance
- Remote/Hybrid work policy
- Travel policy and expenses
- Insurance
- Bereavement leave
- Jury duty
- Cell phone policy
- Drug and alcohol use (revise/update due to legalization of marijuana)

Staff will also review

- Legislative/state law changes since last update
- Any new policies the District may wish to bring to the Board for consideration, such as
 - Advance notice policy
 - Employee referral program

Phase III

Phase III process of handbook review will begin mid-2025 with approval by the board tentatively scheduled before January 1, 2026. This phase reviews and implements changes to leave policies to ensure District compliance with the new Minnesota Paid Family and Medical Leave law effective January 1, 2026. Staff will review and/or update accordingly its policies related to

- Leaves of absences (paid and unpaid)
- FMLA (the Federal program of Family Medical Leave Act)

Additionally, staff will review any internal process changes that may have been established since the last update, any new District policies adopted since last update and any new policies the District may wish to bring to the Board for consideration.

As noted above, staff is at this time only proposing Phase I updates incorporating language and process changes, previously approved policies as well as Minnesota state law changes.

Supporting documents (list attachments):

MCWD Employee Handbook



RESOLUTION

Resolution number: 23-085

Title: Approve and Adopt Updated MCWD Employee Handbook

- WHEREAS, the MCWD Employee handbook was last updated in 2015; and
- WHEREAS since 2015 a number of new District policies have been approved by the Board, however not incorporated into the handbook; and
- WHEREAS process changes and how District staff manages day-to-day administration of handbook practices and policies have changed over the years that are not reflected in the current handbook; and
- WHEREAS new state laws have been enacted that are not reflected in the current handbook; and
- WHEREAS the Phase I updates to the MCWD employee handbook will align current day-to-day administration of policies and practices, and incorporate previously approved District policies and state laws to ensure compliance; and
- WHEREAS additional handbook changes will be brought to the board for review and approval in the coming years to continue refining District employee processes, policies and incorporating state law changes as needed.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers approves and adopts the MCWD Employee Handbook effective December 28, 2023 and authorizes the District Administrator to administer the policies and procedures as outlined in the updated handbook.

Resolution Number 23-085 was moved by Manager _____, seconded by Manager _____. Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. 12/28/2023.

Secretary Date: _____

MINNEHAHA CREEK WATERSHED DISTRICT

EMPLOYEE HANDBOOK

HUMAN RESOURCE PRACTICES AND PROCEDURES

Updated: December 28, 2023

DRAFT

MINNEHAHA CREEK

QUALITY OF WATER



WATERSHED DISTRICT

QUALITY OF LIFE

TABLE OF CONTENTS

SECTION I. DEFINITIONS	.....
SECTION II. INTRODUCTON	.....
A. Welcome to The Minnehaha Creek Watershed District (MCWD)	.....
B. Overview of the MCWD	.....
C. Handbook Limitations, Purpose and Administration	.....
1. Limitations	.....
2. Purpose	.....
3. Administration	.....
D. Mutual Expectations	.....
1. What You Can Expect From the MCWD	.....
2. What We Expect From You	.....
SECTION III. EMPLOYMENT PRACTICES AND PROCEDURES	.....
A. At Will Employment	.....
B. Equal Employment Opportunity	.....
C. Americans With Disabilities Act (ADA)/ADA Amendments Act	.....
D. Employee Drug and Alcohol Use	.....
E. Communications	.....
F. Problem Solving Process	.....
1. General Practice	.....
2. Appeals	.....
G. Recruitment and Selection	.....
1. Overview	.....
2. Recruitment	.....
3. Selection	.....
H. Change In Employment Status	.....
1. Transfers	.....
2. Promotions	.....
3. No Option to Reverse a Change in Employment Status	.....
4. Job Descriptions or Titles	.....
I. Discipline	.....
1. Overview	.....
2. Process	.....

3. Disciplinary Action.....

J. Separation of Employment

- 1. Overview.....
- 2. Retirement.....
- 3. Voluntary Resignation.....
- 4. Resignation Not in Good Standing.....
- 5. Termination/Discharge.....
- 6. Reduction In Work Force/Layoffs.....
- 7. Death.....

K. General Employment Related Practices

- 1. Attendance and Punctuality.....
- 2. Telecommuting.....
- 3. ~~Reasonable Unpaid Work Time for Nursing Mothers~~ **Nursing Mothers, Lactating Employees, and Pregnancy Accommodations**.....
- 4. Criminal Background Checks.....
- 5. Veterans.....
- 6. Smoking and Tobacco Use.....
- 7. Dress Code.....
- 8. Supplemental Employment.....
- 9. Emergency Closings.....
- 10. Work Related and Travel Expenses.....

SECTION IV. PERSONNEL FILES AND HUMAN RESOURCES ADMINISTRATION.....

A. General Information

B. Your Personnel File.....

C. Your Medical Records.....

D. Anniversary Date

E. Length Of Service.....

F. Performance Appraisal Process

- 1. Overview.....
- 2. Schedule.....
- 3. Record of Performance Appraisal.....
- 4. Review of Performance Appraisal.....

G. Requests for Employment Reference.....

SECTION V. SALARY AND WAGE ADMINISTRATION

A. Employment Classifications.....

- 1. Regular Employees.....
- 2. Temporary/Seasonal Employees.....
- 3. Exempt and Non-Exempt Employees.....

- B. Work Week
- C. Hours of Work.....
- D. Time Records.....
- E. Pay Periods.....
- F. Payroll Deductions
- G. Meal and Break Periods
- H. Overtime
- I. Compensatory Time.....
- J. Wage Determination.....

SECTION VI. EMPLOYEE BENEFITS

- A. Insurance.....
- B. Employee Assistance Program.....
 - 1. Overview.....
 - 2. Scope.....
 - 3. Cost.....
 - 4. Confidentiality
- C. State and Federal Benefits.....
- D. Holidays.....
- E. Vacation Leave

 - 1. Rate of Accrual
 - 2. Eligibility, Scheduling and Procedure
 - 3. Vacation Leave Accrual During Leave of Absence
 - 4. Vacation Leave Payment Upon Employment Separation.....

- F. ~~Sick Leave~~ **Earned Sick and Safe Time (ESST)**

 - 1. Rate of Accrual
 - 2. Eligibility, Scheduling and Procedure
 - 3. Medical Certification
 - 4. ~~Sick Leave~~ **ESST** Coinciding With Leave of Absence.....
 - 5. ~~Sick Leave~~ **ESST** Payment Upon Employment Separation.....

- G. Leave of Absence.....
 - 1. Overview.....
 - 2. Family and Medical Leave Act (FMLA).....
 - 3. Leave of Absence With Pay.....
 - 4. Leave of Absence Without Pay
 - 5. Leave for School Conferences and Activities.....
 - 6. ~~Bone Marrow Donation Leave~~ **Bone Marrow/Organ Donation Leave**

- 7. Pregnancy and Parenting Leave.....
- 8. ~~Victim or Witness Leave With or Without Pay~~.....

- H. Educational Assistance**.....
- 1. Eligibility and Process.....
- 2. Reimbursement.....

- I. Retirement**.....
- 1. Public Employees Retirement Association (PERA).....
- 2. PERA Phased Retirement.....

SECTION VII. CODE OF CONDUCT/CODE OF ETHICS.....

- A. Conflict of Interest**.....
- 1. Conflict of Interest Determination.....
- 2. Acceptance of Advantage.....
- 3. Acceptance of Gifts.....
- 4. Non-District Use of District Resources.....
- 5. Political Activity.....

- B. Confidentiality of Information**.....

- C. Media Response/Relations**.....

- D. Solicitation**.....

- E. Designated Posting Areas**.....

- F. Intergovernmental Relations**.....

- G. Indemnification**.....

- H. Respectful Workplace Culture**.....

- 1. Categories of Disrespectful Behavior.....
- 2. Sexual Harassment.....
- 3. Supervisory Responsibility.....
- 4. Reporting Procedures.....

- I. Code of Conduct**.....

- 1. General Conduct Expectations.....
- 2. Unacceptable Conduct.....

SECTION VIII. SAFETY.....

- 1. District Safety Program.....
- 2. Reporting Work Related Illness and Injuries.....
- 3. Safety Equipment/Gear.....
- 4. Unsafe Behavior.....
- 5. Worker’s Compensation.....

SECTION IX. APPENDIX.....

MCWD DRUG AND ALCOHOL USE POLICY AND TESTING PROCEDURE.....

ACKNOWLEDGEMENT OF RECEIPT AND TERMS OF DRUG AND ALCOHOL USE POLICY.....

ACKNOWLEDGEMENT OF RECEIPT AND TERMS OF HANDBOOK

TENNESSEN WARNING FOR APPLICANTS AND EMPLOYEES.....

MCWD CRIMINAL CONVICTION POLICY.....

CONSENT TO CRIMINAL BACKGROUND HISTORY

DRAFT

MISSION STATEMENT:

Adopted 01.28.2016

The Minnehaha Creek Watershed District (MCWD) believes clean water and a healthy natural environment are essential ingredients in creating sustainable, thriving communities. By collaborating with others in a focused, flexible, and responsive manner, we can maximize natural resource benefits, achieve broader community goals, and realize our vision of a [Balanced Urban Ecology](#).

Our vision: A landscape of vibrant communities where the natural and built environments in balance create value and enjoyment.

Our mission: We collaborate with public and private partners to protect and improve land and water for current and future generations.

ORGANIZATIONAL CULTURE: A Foundation of Core Values

Cultural Beliefs:

- We believe that a healthy, successful organization requires a strong organizational culture rooted in shared values of honesty, integrity, and authenticity;
- We believe that a management culture supportive of a collaborative environment, where ideas from all staff are acknowledged and encouraged, creates the foundation of a strong organization;
- We believe that an environment of idea-generation and innovation, uninhibited by hierarchical (vertical) or inter-department (lateral) restriction, will promote professional development, creativity and the free flow of information, improving service delivery;
- We believe that an organization which empowers and celebrates leadership and accountability at all levels will enhance productivity and increase the successful execution of innovative ideas, serving to perpetually advance the organizational mission;
- We have identified our shared values and are dedicated to the integration of our core values as a way of professional life, creating a foundation for a transformed philosophy and a strong, respected organization.

Core Values:

Dedication: We are committed to the MCWD mission, to the growth, adaptation and continued success of the organization, and to the continued professional development of ourselves and our fellow staff.

Humility: We will not allow title or rank to be a barrier to open communication and problem solving; all voices are equal and all opinions must be valued as such. We recognize and celebrate that ideas can (and should) come from any level of the organizational hierarchy. We acknowledge our own personal strengths and weaknesses in our ability to meaningfully contribute to the success of our team. We recognize what we do not know and will uphold a willingness to learn.

Humor: We will foster a safe and enjoyable work environment where camaraderie is valued by all staff. We will promote a fun and upbeat atmosphere that encourages relationship-building, interaction and brainstorming of new ideas to enhance productivity and effectiveness of staff. We acknowledge that humor is a key ingredient to establishing trust, boosting morale, retaining staff, and inspiring unrestrained creativity.

Innovation: We will uphold our curiosity and persist in challenging the status quo, supporting new ideas, and creating adaptive approaches, thus resulting in dynamic solutions. We will not assume that today's knowledge and skills will be sufficient for tomorrow's challenges.

Leadership: We must be confident in recognizing our own individual strengths, and the strengths and ability of others, to empower all staff, catalyze action and promote leadership and accountability at all levels.

Respect: We will dedicate ourselves to a genuine understanding of and care for one another. We will continually strive to cultivate an atmosphere of honesty, encouragement and admiration.

Passion: We will maintain a conviction and personal stake in achieving the District's important mission and move it forward as a unified team.

Perseverance: We will be tenacious in our endeavors. We will strive to complete our work to the best of our ability and overcome barriers, frustrations and past failures that influence our environment.

Positivity: We will remain optimistic in the face of adversity; spending time, energy and spirit on only the things within our control, and inspiring, through example, others to do the same.

Service: We will be attentive to our constituents and partners, and provide them with responsive, individualized support and innovative solutions. We recognize that outward service is best facilitated by first capitalizing on opportunities to serve our fellow colleagues and departments through collaboration and sharing of resources and ideas.

Teamwork: We must value and combine the talents of all members, through unfettered collaboration and coordination, to successfully achieve the goals of the organization.

SECTION 1: DEFINITIONS

ANNIVERSARY DATE: An employee's beginning date of continuous employment as a full-time or part-time employee with the District.

ANNUAL ADJUSTMENT: An annual adjustment in wages on the compensation schedule. Not associated with performance and determined on an annual basis by the District Board.

ANYTHING OF VALUE: Includes money, real or personal property, a permit or license, a favor, a service, forgiveness of a loan or promise of future employment. Reasonable compensation or expenses paid to an employee by the District for work performed are excluded.

BENEFITS: The contribution paid by the District for insurance, PERA, FICA, vacation and sick leave **Earned Sick and Safe Time (ESST)**.

BUILDINGS: Structures owned by the District for purposes of governmental activity.

BUSINESS: Any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, or any other legal entity that engages in either non-profit or profit making activities.

~~**CALL IN:** Return of any employee to a specified work site to perform assigned duties at the express authorization of the employer at a time other than an assigned shift. An extension of, or early report to, an assigned shift is not a call in.~~

COMPENSATION: Salary or wages, per diems, retirement benefits, and insurance benefits given to employees in exchange for working.

COMPENSATORY TIME: Time credited to an employee in lieu of overtime payment and credited at one and one-half hour for every one hour of overtime worked.

CONFIDENTIAL INFORMATION: Any information obtained under government authority which has not become part of the body of public information and which, if released prematurely or in non-summary form, may provide unfair economic advantage or adversely affect the competitive position of an individual or a business.

CONFLICT OF INTEREST: Incongruity between one's obligation to the public good and one's private self-interest; financial or material interests incompatible with independence of judgment or action in the performance of official duties.

DISTRICT: All departments and employees coming under the jurisdiction of the Minnehaha Creek Watershed District Board.

DISTRICT BOARD OR BOARD: The District Board of Managers.

DISTRICT RESOURCES: District employees, supplies, or District-owned or leased property and equipment.

COVERED ACTIVE DUTY: Includes either (a) a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country or (b) a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

COVERED MILITARY MEMBER (FMLA): Includes an employee's spouse, son, daughter or parent who is a member of the National Guard or Reserves or of a regular component of the Armed Forces on Covered Active Duty or called to Covered Active Duty.

COVERED SERVICE MEMBER (FMLA): Includes either (a) 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 in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness or (b) a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

DEMOTION: Movement of an employee from a position in one classification to a position in another classification with less responsible duties and a lower salary range.

DIRECTOR: ~~A person elected by the general public or appointed by the District Board to direct and administer a specific unit of District government.~~

DIRECTOR: Department head; member of the leadership team along with the District Administrator.

DISCIPLINARY ACTION: Action in response to an employee's failure to fulfill their duties and responsibilities at the level required, including observance of work practices and standards of conduct and applicable District practices.

DISMISSAL/DISCHARGE: An action taken by a ~~Director~~ Program Manager, District Administrator and/or the District Board which permanently removes an employee from employment in the department and from the District payroll.

DISTRICT LEADERSHIP: the MCWD Board, District Administrator, and Directors.

EARNED SICK AND SAFE TIME (ESST): Paid leave provided by the District to employees that may be used for certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic abuse, sexual assault or stalking. (Refer to the leave/ESST section for more information)

EFFECTIVE DATE: Date pay increase goes into effect based upon the first workday of a pay period in any given calendar year.

ELIGIBILITY DATE: Date on which an employee becomes eligible for a pay increase.

EMPLOYEE: Any person holding a position subject to appointment, promotion, transfer, or dismissal under the jurisdiction of the District Board.

EMPLOYEE, AT-WILL: Except as prohibited by law or other written agreement, either the District or the employee can end the employment relationship with or without giving notice or reason.

EMPLOYED IN GOOD STANDING: An employee who has no formal written disciplinary action within the previous six-month period.

EMPLOYEE, EXEMPT: An employee who has been identified by the District Board to be exempt from the overtime compensation provision of the Fair Labor Standards Act.

EMPLOYEE, NON-EXEMPT: An employee who is covered by the wage and hour provisions of the Fair Labor Standards Act and State of Minnesota for overtime compensation, compensatory time off and minimum wages.

EMPLOYEE, REGULAR FULL-TIME: Employees who are required to work thirty (30) or more hours per week year-round in an ongoing position. *In accordance with federal health care reform laws and regulations, if/when the District attains large employer status, it will offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month.*

EMPLOYEE, REGULAR PART-TIME: Employees who are required to work twenty (20) to twenty-nine (29) hours per week year-round in an ongoing position. Regular part time employees earn seniority and earn vacation and sick leave **ESST** on a pro-rated basis. *In accordance with federal health care reform laws and regulations, if/when the District attains large employer status, it will offer health insurance benefits to employees and their dependents when the employee becomes eligible by working or being scheduled for an average of 30 or more hours per week or the equivalent of 130 hours or more per month. In order to comply with Health Care Reform law while avoiding penalties, regular part-time employees will be scheduled with business needs and in a manner which ensures positions retain part-time status under which they were intended.*

EMPLOYEE, TEMPORARY/SEASONAL: Employees who work only part of the year (67 days or less) to conduct seasonal work, or employees who work in temporary positions having a defined start and end date for the duration of a specific project. Temporary/Seasonal employees may be assigned to work a full-time or part-time schedule. Temporary/Seasonal employees do not earn benefits and are credited for seniority only in the event of a move to regular part time or regular full time status. *In order to comply with Health Care Reform law while avoiding penalties, if/when the District attains large employer status, temporary/seasonal employees will be scheduled with business needs and in a manner which ensures positions retain part-time status under which intended, or, in some rare instances, may be offered health insurance.*

EMPLOYER: Minnehaha Creek Watershed District, or “the District,” or “MCWD.”

EVERY-THIRTY-DAYS RULE: Frequency that the District or its representative may require FMLA recertification or fitness-for-duty certification for Intermittent or Reduced Work Schedule Leave with the exclusion of leaves for Qualifying Exigency.

FACILITIES: Any defined area created to serve a particular District government function such as work areas, corridors, restrooms, lunchrooms, break rooms, elevators, elevator lobbies, stairways, courtrooms, private office, storage areas, loading docks and areas, recreation rooms, recreation areas, meeting rooms, conference rooms, and interior building open spaces such as foyers and atriums.

FAMILY MEMBER: Spouse and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; grandchildren and grandparents; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

FLEXIBLE OR “FLEX” TIME: A schedule approved at the discretion of a **Program Manager, Director or the District Administrator** which may provide for work hours different than those considered traditional or usual within a work period or work week.

FTE: Full time equivalency.

GENETIC INFORMATION: Includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

GRADE: (Classification); One or more positions sufficiently similar with respect to duties and responsibilities; that the same description title is applicable or that the same general performance qualifications are applicable, or that the same level of compensation can be applied.

GRIEVANCE: A dispute or disagreement between an employee and management as to the interpretation or application of employment practices contained in the District Human Resource Practices and Procedures. See *Problem Solving Process*.

HIRE DATE: An employee’s first day of employment with the District.

HOURS WORKED: Hours worked ordinarily include all the time during which an employee is required to be on the employer’s premises, on duty, or at a prescribed workplace.

IMMEDIATE FAMILY MEMBER (FMLA): An employee’s spouse, child (including a biological, adopted, or foster child, a stepchild, a legal ward, or a child to whom the employee stands in loco parentis, who is 18 years of age or older and incapable of self-care because of a mental or physical disability) or parent (but not a “parent-in-law”).

INSUBORDINATION: The act of an employee knowingly disobeying a directive from the employer.

ITEMS OF NOMINAL VALUE: Having value “in name only” with minimal or no retail or market value.

INTERMITTENT OR REDUCED WORK SCHEDULE LEAVE (FMLA): When medically necessary for leaves related to a serious health condition, to care for a Covered Service Member with a Serious Injury or Illness, or a Qualifying Exigency for a Covered Military Member, employees can take leave under the FMLA continuously, or on an Intermittent or Reduced Work Schedule basis. In all cases, the leave may not exceed 12 work weeks (or 26 workweeks to care for an injured or ill Covered Service Member over a twelve-month period). The District may temporarily transfer the employee to an alternative job that better accommodates the recurring periods of leave if the leave is foreseeable, based on planned medical treatment for the employee or Immediate Family Member. Leave for birth, adoption, or placement of a child in an employee’s home must be taken in one block of time (not on an Intermittent or Reduced Work Schedule basis)

JOB CLASSIFICATION: One or more positions sufficiently similar in the duties performed; degree of supervision exercised or required minimum requirements of training, experience, or skill; and such other characteristics that the same title, the same tests of fitness, and the same schedule of compensation may be applied with equity to all of the positions.

JOB DESCRIPTION: A written document that identifies the purpose(s), duties, responsibilities, accountabilities and working conditions of a job; the knowledge, skills, and abilities needed to perform the job satisfactorily and other special considerations, if any.

LAY OFF: The separation of an employee or group of employees from the District payroll due to lack of work; lack of funds; loss of revenue from District tax levy sources; the elimination of a position or other organizational change unrelated to the employee.

LEAVE OF ABSENCE: Approved time off from work, other than vacation or sick leave **ESST**, with or without pay, for more than five working days

MANAGEMENT TEAM: The Board, District Administrator and Directors.

MARKET ADJUSTMENT: The adjustment of wages, up or down, based on labor market-related activity and not specifically tied to performance increases and/or an annual adjustment.

NEXT OF KIN (FMLA): The closest blood relative of the injured or recovering Covered Service Member, as defined by the Department of Labor.

ON CALL: Time spent by employees on their own pursuits, usually off the working premises. During this time, employees must remain available to be called back to work on short notice as defined by department practice.

ORAL REPRIMAND: Ordinarily given for a first disciplinary infraction, to clarify expectations and put the employee on notice that the performance or behavior needs to change; includes an explanation of the change necessary.

OUTSIDE EMPLOYMENT: Any employment or contractual relationship for which pay or other direct or indirect compensation is received from a source other than the District.

OVERTIME: Actual hours worked (with prior employer authorization as required) in excess of 40 hours in a seven day work week, except as defined by [MN. Stat. §177.23 Subd. 7.](#)

OWN TIME: An employee's time outside of District work hours; including the time before or after formal District work hours each day, approved compensatory time off, annual leave, holidays not otherwise assigned as workdays and leave without pay.

PAQ: Position Analysis Questionnaire.

PERCEPTION OF A CONFLICT OF INTEREST: A situation, which reasonably appears to others to be a conflict of interest although the situation in and of itself may not necessarily be a conflict of interest.

PERFORMANCE INCREASE: An increase in wages based upon job performance.

PERFORMANCE REVIEW APPRAISAL: A systematic review of an employee's job performance as it relates to the responsibilities and duties set forth in the job description.

PERSONNEL DATA: Pursuant to [MN. Stat. §13.43 Subd. 1](#), means "data on individuals collected because the individual is or was an employee of or an applicant for employment by, performs services on a voluntary basis for, or acts as an independent contractor with a state agency, statewide system or political subdivision or is a member of or an applicant for an advisory board or commission."

PERSONNEL FILE: An employee's permanent record of employment history with the District, located in the Operations and Support Services Department.

POSITION DESCRIPTION/JOB DESCRIPTION: A working document used for setting out minimum requirements and essential job functions of a position. This document is drafted based upon the PAQ.

PRIVATE INTEREST: Any interest, including but not limited to a financial interest, which pertains to a person or business whereby the person or business would gain a benefit, privilege, exemption or advantage from the action of the District employee that is not available to the general public.

PROMOTION: A change of an employee's status from a position in one classification to a position in another higher classification with more responsibility.

PROTECTED CLASS: Protection under federal/state laws from discrimination because of race, color, creed, religion, national origin, sex, age, disability, marital status, familial status, ancestry, place of residence, veteran status, sexual orientation, public assistance status and local human rights commission activity.

QUALIFYING EXIGENCY (FMLA): An employee's need to take leave under the FMLA for reasons related to or affected by a Covered Military Member's (impending) call to Covered Active Duty, to address one of the following: (1) short notice deployment, (2) military events and activities, (3) child care and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment activities and (8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of leave is defined the same as "child" for other leave types under the FMLA, except that the person does not have to be a minor).

REALLOCATION: A change in a position resulting from significant changes in the duties and responsibilities of the position that occur gradually over a period of time, and that may lead to a new pay grade.

RECLASSIFICATION: A change of a position to a higher, lower or equivalent grade.

REINSTATEMENT: Appointment of a former employee to a grade to which the employee was assigned prior to lay-off or separation, or to another grade as agreed to by the employee and the District.

RESIGNATION: An action taken by an employee to voluntarily separate themselves from District employment.

RESPECT: An expression or act of giving particular attention to or showing consideration for; actions or behaviors which may include, and are not necessarily limited to, listening, empathy, patience and courtesy.

RETIREMENT: An action of an employee to separate from District employment upon qualification for benefits under District and State-sponsored retirement programs.

SEPARATION: An event whereby an employee is no longer employed by the District.

SERIOUS HEALTH CONDITION (FMLA): An illness, injury, impairment, or physical or mental condition that involves either (a) a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider; (b) serious and long-term illnesses that result in recurring absences of at least three consecutive days, with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within thirty days of the incapacity or a chronic condition that requires health care visits for treatment at least twice a year.

SERIOUS INJURY OR ILLNESS (FMLA): Applies to Covered Service Members who are (a) a member of the Armed Forces (including a member of the National Guard or Reserves); means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; or (b) a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a Covered Service Member; means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

SPOUSE: Legally married opposite sex spouses and same-sex spouses legally married in Minnesota or elsewhere.

SUBSTITUTION OF PAID BENEFITS FOR UNPAID LEAVE UNDER THE FMLA:

Family and Medical Leave is integrated with all other District leaves of absence. All paid leaves must be taken in conjunction and run concurrently with leave under the FMLA. Employees must comply with the District's practices regarding paid leave, even if more stringent than FMLA requirements.

SUSPENSION: Temporary removal of an employee from his/her official duties and authority for a specified period of time without pay.

TERMINATION: An action taken by the District to involuntarily separate an employee from District employment.

TRANSFER: Movement by an employee from one position to another position of the same pay grade, usually involving the performance of similar duties and requiring essentially the same basic qualifications.

VEHICLES: Automobiles, trucks, tractors, squad cars, pickups, motor graders and enclosed operating areas on machinery, motorboats, and any other mode of transportation where more than one person may be the occupant.

VETERAN: Any individual who meets the definition of "veteran" as set forth in [MN. Stat. §197.447](#) of the Veteran's Preference Act.

VETERAN'S PREFERENCE: Preference granted to veterans as required by [MN. Stat. §43A11 and 197.455 – 197.481](#).

WORK SCHEDULE: Hours of work as established by the employer.

WORK WEEK: A fixed and regularly recurring period of 168 hours in 7 consecutive 24-hour periods, in which the work week is forty (40) hours except in those departments, where because of the nature of the work, the Board has adopted variable hours and starting and quitting times. The regular work week will commence on Sunday at 12:00 a.m. and end the next Saturday at 11:59 p.m. District business hours are usually 8:00 a.m. to 4:30 p.m. Monday through Friday weekly.

WRITTEN REPRIMAND: Generally follow oral reprimands, when the problem is not corrected, or the behavior has not consistently improved.

DRAFT

SECTION II: INTRODUCTION

Welcome to The Minnehaha Creek Watershed District (MCWD)

Congratulations on becoming a member of our team. You play an important role as an employee of the Minnehaha Creek Watershed District (“MCWD” or “The District”). We look forward to working with you to achieve our goals and become a more successful agency.

This manual provides authoritative information on the practices, procedures and guidelines applicable to your employment at MCWD. It is designed to provide this information in a way that ensures a mutually satisfying and rewarding employment relationship.

We want to maintain our reputation as a customer-focused watershed District that strives toward and achieves excellence. Our future success depends on everyone’s contribution. Through mutual respect, cooperation, and communication we can accomplish our goals and objectives.

Overview of the MCWD

The MCWD is a special-purpose regional governmental unit formed to protect lakes, streams and wetlands from pollution and flooding. It was established in 1967 by a citizen petition to establish a watershed district (as provided in state law). Today, MCWD operates under authority provided for watershed organizations in Minnesota Statutes chapters 103B and 103D.

The MCWD seeks to accomplish its mission through:

- Thoughtful long-term watershed based planning;
- Monitoring and research;
- Public education and outreach;
- Land conservation;
- Regulation; and,
- Capital projects.

A voluntary Board of Managers governs the MCWD for staggered three-year terms. Six managers are appointed by Hennepin County, and one is appointed by Carver County.

The properties that benefit from the water resource projects undertaken by MCWD share the cost. This is done by small additions to property taxes based on property value (“ad valorem”). Additional funding may come from cities, counties, the state, or federal government. Thirty communities fall wholly or partially within the MCWD.

Handbook Limitations, Purpose and Administration

~~Notice: Employees and prospective employees are advised that the information provided herein does not create any rights of employment nor does this Handbook constitute a contract of employment between the District and employee or officer thereof. Any willful violation of these practices and procedures may result in action up to and including termination. This Handbook is subject to amendment or elimination at the discretion of the District Administrator without notice.~~

Limitations: Employees and prospective employees are advised that the information provided in this handbook does not create any rights of employment and does not constitute a contract of employment. Nothing contained in this handbook should be construed as a contract, and employment with the MCWD, unless explicitly stated in

writing otherwise, is “at-will.” This means the employment relationship may be terminated without cause at the will of either the employee or the MCWD. Any willful violation of these practices and procedures may result in action up to and including termination. The MCWD reserves discretion to manage the work environment of its employees. This Handbook is subject to amendment or elimination at the discretion of the District Administrator without notice.

Purpose: The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the MCWD. This handbook provides information to you, as an employee of the MCWD about certain terms and conditions of your employment. It is not and should not be considered an employment contract. Your employment, and the conditions of employment, is solely within the discretion of the MCWD. This handbook summarizes major policies and programs related to your employment.

~~This Handbook contains the practices and procedures established for employment with the Minnehaha Creek Watershed District. The purpose of this Handbook is to provide a consistent, comprehensive, and fair manner in handling human resources administration. Provisions of this Handbook apply to all employees unless the provisions are superseded by terms of an individual employment agreement. The practices and procedures are supplemented in this Handbook by general guidance and information on employment with MCWD. The Handbook does not constitute a binding employment contract between the District and an employee, or an offer of specific employment conditions. Any oral statements or promises altering the terms of this Handbook are ineffective. MCWD strives to keep the Handbook current and to ensure that employees remain informed of all practices and procedures for employment with MCWD, but there may be times when the practices or procedures will change before the Handbook can be updated.~~

The contents of this Handbook, in whole or part, are subject to change from time to time without notice by MCWD. At any time, and without advance notice, MCWD may revoke, modify, change or revise the contents of this handbook. Any eChanges in the manual will apply to existing as well as future employees.

~~This Handbook, and its contents, as of the date of the most recent revision, supersedes any and all previous Handbooks, practices or procedures. Any statement or promise by the Board of Managers, District Administrator, Director, past or present, not made in writing and approved by the District Administrator, may not be interpreted as a change in the Handbook.~~

~~The District Board of Managers has delegated human resources administration to the District Administrator, who administers this Handbook in conjunction with the District Operations and Support Services Director and other designees. If at any time during your employment you have questions concerning any the contents of this Handbook, you are to discuss them first with your supervisor or consult the Operations and Support Services Director.~~

~~No one other than the District Administrator, or designees in consultation with the Operations and Support Services Director, may alter or may modify any term of this Handbook. Any alteration or modification of the information in this Handbook must be in writing and provided to staff.~~

Administration: This Handbook is administered by the District Administrator and as assigned, Operations staff and Program Managers. Operations and Support Services Director, who is directly accountable to the District Administrator. The Operations and Support Services Director or his/her designee will develop, as necessary, all forms, practices, procedures, and instructions for the proper administration of the Handbook. All employees will receive a copy of the Handbook as part of the hiring process.

Failure by the MCWD to enforce any given provision of this Handbook does not serve to invalidate the specific provision or other provisions in the Handbook. Should any provision in this Handbook be found to be unenforceable or invalid, such finding does not invalidate the entire Handbook, but only that particular provision.

Mutual Expectations

What You Can Expect From the MCWD

In an effort to achieve efficient and effective working relations between all employees, the MCWD has established the following objectives:

- Select employees on the basis of skill, training, experience, attitude, and character without regard to race, color, creed, religion, national origin, gender, marital status, status with regard to public assistance, political affiliation, veteran status, disability, sexual orientation, age, or any other status protected by law, except as it pertains to bona fide occupational qualifications, as determined by applicable federal and Minnesota laws, executive orders, and administrative regulations;
- Respect individual rights, and treat all employees with courtesy, respect, and consideration;
- Provide a safe and healthy work environment;
- Classify individuals with comparable duties and responsibilities equitably and compensate consistent with state statute;
- Conduct periodic and regular salary and benefit surveys to ensure competitiveness;
- Provide vacation, ~~sick leave~~ **ESST**, and holidays to all eligible employees;
- Promote employees or fill vacancies from within the MCWD whenever practical; and,
- Encourage an atmosphere in keeping with the mission and goals of the MCWD.

What We Expect From You

We need your help to make each working day rewarding, enjoyable, and productive. To this end, we expect the following from you:

- Know your duties and how to do them promptly, correctly, and amiably;
- Cooperate with the Board of Managers, District Administrator, ~~Directors~~, **Program Managers** and coworkers to maintain a healthy working relationship; respect the position and responsibilities assigned to each individual;
- Keep the District Administrator or your ~~Director~~ **Program Manager** abreast of internal and external issues affecting your program area or that may affect the MCWD;
- Keep other staff informed of events or activities that may affect their program area and freely share information/data that could help other employees improve their performance;
- Speak positively and favorably of the Organization, Board of Managers, District Administrator, ~~Directors~~ **Program Managers**, and coworkers; ~~negative or adverse comments may signal your need to find another position elsewhere that is more suitable;~~
- Understand that everything you do, either directly or indirectly has the potential to affect the reputation of the entire organization; perform every task to the very best of your ability and in a professional manner;
- Seek out and accept opportunities for personal and professional development that will increase your job performance and ensure MCWD goals are achieved;

- Spend some self-directed time keeping informed on issues that may be directly or indirectly related to the MCWD;
- Be flexible in your work routine, daily schedule, and willingness to accept direction, to better fulfill your duties and responsibilities;
- Discuss any problem, situation or questions with your ~~Director~~ **Program Manager** or the District Administrator; respectfully voice your opinions or ~~disagreement to communicate the issue, not the frustration;~~
- Bring forth your ideas and suggestions that contribute to the improvement of the MCWD. Don't assume we know; and,
- Help to ensure the safety and well-being of your coworkers; complete your tasks in a manner that does not compromise your safety or the safety of others.

DRAFT

SECTION III: EMPLOYMENT PRACTICES AND PROCEDURES

At Will Employment

Neither the offer and acceptance of employment nor the establishment and maintenance of practices and procedures by the MCWD create a contract of employment. Your employment with the MCWD is “at-will.” This means that neither you nor the MCWD has entered into a contract regarding the duration of your employment. Although it is intended that the employment relationship will grow and continue in our mutual best interest, the employment relationship can be terminated at any time, for any reason, by the MCWD or you. Likewise, the MCWD has the right to discipline, transfer, or demote you at any time.

Equal Employment Opportunity Policy Statement

The MCWD is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training. The MCWD will not discriminate against any employee or job applicant on the basis of race (including traits associated with race, including, but not limited to hair texture and hair styles such as braids, locs and twists), color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identify or gender expression, disability, age, marital status, genetic information, status with regard to public assistance, veteran status, familial status, or membership on a local human rights commission or lawful participation in the Minnesota Medical Cannabis Patient Registry.

~~MCWD is an equal employment opportunity employer. We reaffirm our commitment to equal employment opportunity and advancement toward all applicants and employees regardless of race, color, creed, religion, national origin, ancestry, gender, marital status, genetic information, status with regard to public assistance, political affiliation, veteran status, familial status, disability, sexual orientation, age, membership on a local human rights commission, or any other status protected by law, except as it pertains to bona fide occupational qualifications, as determined by applicable federal and Minnesota laws, executive orders, and administrative regulations. The Operations and Support Services Director is the Equal Employment Opportunity (EEO) Officer.~~

~~Although the Operations and Support Services Director is primarily responsible for ensuring that MCWD’s equal employment opportunity procedures are implemented,~~

~~All staff share in the responsibility for assuring that by their personal actions these practices are effective and apply uniformly to everyone.~~

~~Our commitment pertains to the entire human resource system: recruiting, hiring, transfer, promotion, training, discipline, layoffs, separation, compensation, benefits, selection for training and all other privileges, terms and conditions of employment for full, part-time, temporary and seasonal employment.~~

~~Any employee involved in discriminatory practices will be subject to discipline up to and including termination.~~

~~Americans With Disabilities Act (ADA)/ADA Amendments Act~~

~~The MCWD will comply with all provisions of the [Americans with Disabilities Act of 1990](#). The MCWD does not discriminate against applicants and individuals with disabilities and, when needed, provides reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.~~

~~The MCWD will comply with all federal and state laws concerning the employment of persons with disabilities and act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is District practice not to discriminate against qualified individuals with disabilities in~~

~~regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.~~

~~When an individual with a disability is requesting accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.~~

~~The District will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job, unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the District. Questions or requests for accommodation should be directed to the Operations and Support Services Director.~~

~~All employees are required to comply with the District safety standards. Current employees who pose a direct threat to the health and/or safety of themselves or other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employees' immediate employment situation.~~

~~The Operations and Support Services Director is responsible for implementing this practice, including resolution of reasonable accommodation, safety/direct threat and undue hardship issues.~~

Employee Drug and Alcohol Use

~~The District recognizes that alcoholism and other drug dependencies are a significant problem in society and that this problem has the potential to cause severe effects in the workplace. In an effort to maintain a drug-free workplace, and in order to comply with the [Federal Drug Free Workplace Act of 1988](#), and the [Minnesota Drug and Alcohol Testing in the Workplace Act \(MN Stat. §181.950 et.seq.\)](#),~~

The District has adopted a Drug and Alcohol Abuse Policy contained in the Appendix of this Handbook.

~~All employees who are subject to drug and alcohol testing will be trained and provided a copy of this information.~~

Communications

~~As the Board's link to MCWD's operations, the Operations and Support Services Director is accountable for all organizational performance and exercises all authority delegated by the Board and District Administrator. To avoid conflict and confusion, staff communications with the Board of Managers will be through the Directors and District Administrator.~~

With respect to providing information and advice, you may not knowingly cause or allow the MCWD Board, District Administrator, or Directors **Program Managers or others** to be uninformed or misinformed as to the following:

- Relevant changes to your projects or programs, goals and budget, public events of MCWD, emergencies related to District resources or any significant changes that may affect the MCWD or its relations with other agencies, cities, citizens, or elected/appointed officials.
- Fail to provide information requested from you by District Leadership in a timely, accurate and understandable fashion;

- Fail to investigate and present as many staff and external points of view, issues, and options as requested; and,
- Present information in an unnecessarily complex or lengthy form.

Problem Solving Process

When people work closely together, it is only natural that problems, questions or conflict may sometimes arise. It is in the interest of the MCWD and employees that these issues be resolved as quickly and fairly as possible. Therefore, the MCWD supports an “open-door approach” to encourage addressing these issues.

1. General Practice

If you have a work-related or personal problem that you think the MCWD can help you resolve, we encourage and expect you to discuss it with that coworker or supervisor directly. It is destructive to harmonious working relationships for employees to create or repeat rumors, gossip, or information merely intended to discredit or harm another. It is more constructive to consult with the individual immediately with any questions and attempt a mutual understanding. If a problem arises between peers or coworkers, it is expected that the individuals involved will seek to resolve the problem. If a resolution is not reached after a reasonable period of time, the next course of action is to request a joint meeting with **your Program Manager, Human Resources and/or the District Administrator.** ~~the Operations and Support Services Director.~~ The purpose of the meeting will be to discuss the work-related issue and ensure that management is aware of the situation. ~~The Operations and Support Services Director~~ **Program Manager or Human Resources staff** will consult with the District Administrator and they will collectively make a determination in an effort to resolve the situation.

2. Appeals

If an issue has not been satisfactorily resolved by the District Administrator, employees may appeal to the Board of Managers.

To institute an appeal, the individual(s) must:

- Provide a written statement to the Executive Committee and District Administrator that describes how they have been harmed; and,
- Provide copies of all relevant evidence, documents, statements, and other information with the written statement.

The Executive Committee and District Administrator will review all of the documents provided, and – after further investigation as needed – prepare a recommendation to the Board of Managers. The Executive Committee may schedule a meeting with the individual(s) involved. The determination made by the Board of Managers will be the final decision in any matter appealed under this provision.

Recruitment and Selection

~~Overview~~

The District Administrator will determine if a vacancy is filled through an open or internal recruitment process or through promotion. This determination will be made on a case-by-case basis.

~~The MCWD recruits and selects qualified persons for positions in service to the District. Recruitment and selection will be conducted in an affirmative manner to ensure open competition, provide equal employment opportunity and to prohibit discrimination because of race, creed, religion, gender, national origin, politics, age, mental or physical disability, marital status, sexual orientation, or other non-job related factors or protected class status.~~

Recruitment

a. Vacancies

A recommendation to fill a vacancy with existing budget approval is to be submitted to the District Administrator by the Program Manager.

Upon determination by the Director that a budgeted vacancy exists and a need to fill such vacancy is warranted, the Director will initiate recruitment, unless there is action by the District Board to further consider.

In the event the desired position is new or not budgeted, the Director Program Manager or District Administrator will shall seek District Board approval. The Board may request Directors to provide such information as would be needed in determining the proper classification and compensation of such position opening and to determine the economic impact of approving, or denying the request for the position opening. Vacancies for Director positions are subject to the District Governance Policies and Procedures.

Job Requisition

A Job Requisition must be completed to fill District positions. Requisitions must be initiated by the Director, approved by the District Administrator, and then forwarded to the Operations and Support Services Director. Job requisitions should indicate the following:

Position's hours/shifts

Exempt or nonexempt status of the position

Reason for the opening

Essential job functions and qualifications (or a current job description may be attached)

Any special recruitment advertising instructions

b. Job Postings

Posting locations and application closing date are determined by the Program Manager. Open positions are posted on the District website, unless otherwise specified. Applications for employment are submitted via an on-line process. All candidates, including internal candidates, must complete and submit the required materials by the posted deadline to be considered for a position.

Upon job requisition approval, the Director will prepare the job posting and forward it to Operations and Support Services. This notice will include: job title, a description of the responsibilities and duties of the position and the anticipated salary range; status as full-time, part-time or temporary; qualification requirements; the application period and deadline for submitting applications; and how to apply for the position opening. All positions will be posted on the District's website and advertised in locations and media that will facilitate open competition and an adequate number of qualified candidates as determined by the supervisor, in consultation with the Operations and Support Services Director, and will remain open until filled.

Timing and Recruitment

The application period to apply for a vacant position will be for a period of time of at least five (5) working days. The MCWD may elect to advertise publically during this period and receive applications from candidates not currently employed by the District. Operations and Support Services is responsible for all recruitment advertising, to ensure open competition and equal employment opportunity. Employees must complete the Job

~~Application Form. The form must be completed and submitted to Operations and Support Services. All applicants for a posted vacancy will be considered on the basis of their qualifications and ability to perform the job successfully. Internal candidates who are not selected will be notified by Operations and Support Services.~~

~~Application Procedures~~

~~All other applicants for employment with the District will complete an Application Form, and must comply with all requirements of the application process in order to be considered for employment. Submission of false data or information during the hiring process will disqualify the applicant. During the application process, the District may require presentation of certificates, licenses, special releases for information and other evidence of special qualifications when necessary. Employees are free to make application for any position for which they believe they may be qualified.~~

c. Selection Process

~~Operations and Support Services will screen applications and resumes prior to scheduling interviews. Initial interviews are generally conducted by a hiring team consisting of a department lead, a support services representative and a Director or their designee.~~

Any, all, or none of the candidates may be interviewed. The selection process may consist of one or any combination of the following: ability tests, achievement tests, performance tests, ratings of training and experience, interviews, evaluation of daily work performance, work samples and/or other acceptable selection techniques. Any method chosen will evaluate only those criteria necessary to perform adequately in the position.

Interview questions will be compiled by the **Program Manager and/or** hiring team, and reviewed by an ~~Operations and Support Services representative prior to the interview.~~ After the team completes the interview process, the results **are discussed with the District Administrator and final selection is made.** of the interview should be forwarded to the Director for review. The Director has the authority to make the hiring decision in consultation with the District Administrator.

Hiring teams must use the Applicant Summary Tracking Form and notify Operations and Support Services of all interviews conducted. All applications and resumes of applicants not selected must be forwarded to Operations and Support Services for retention. Operations and Support Services will notify applicants who are not selected for positions at the District.

Current employees that have been at the District for at least 6 months may apply for job openings. This requirement may be waived with the consent of the employee's Director and **by the** District Administrator.

d. Temporary/Seasonal Positions

~~The requirements for advertisement and appropriate recruitment procedures ensuring equal opportunity will apply to temporary/seasonal positions.~~

Temporary and seasonal position follow the same recruitment process.

e. Reference Checks, Offer Letters and Criminal Background Checks

Reference checks of final candidates will be performed by the Program Manager or District Administrator. Once a decision is made regarding selected candidate, information pertaining to salary, start date and other pertinent information is provided to Operations staff to create an offer letter. Background checks are performed by Operations staff, or as directed by the District Administrator.

~~Final candidates will provide two professional references for contact by a member of the hiring team and will use the Reference Check Form to document this process. When a decision on the final candidate is made, the Director will notify the Operations and Support Services Director, and turn in references check documents and completed job application. Operations and Support Services will issue a written offer of employment to the candidate, contingent on successful completion of a criminal background check. Upon passing the background check, an Operations and Support Services representative will notify the candidate to confirm the job offer.~~

~~Initial Start Date and Orientation~~

~~An initial start date will be coordinated with the Director and Operations and Support Services. On an employee's start date, the employee will complete required paperwork with assistance from Operations and Support Services. The new employee's Director or designee is responsible for providing a department orientation for the new employee. The employee's Director or designee will complete the New Hire Checklist with the new employees and review department practices and procedures.~~

f. Employment of Relatives

Relatives of current employees have the same opportunity for employment with the District as other **applicants**. ~~citizens~~. However, to avoid a real or perceived conflict of interest, no immediate family member is eligible for employment in any position at the District where there is a direct reporting relationship. ~~with a spouse or other immediate family member~~. In addition, District employees are excluded from ~~directly~~ taking part in decisions to hire, retain, promote or determine the salary of ~~a his/her spouse or immediate family member~~.

g. **Probationary period**

Upon commencing employment with the MCWD, all employees shall have a twelve-month period at the start of employment (or at the beginning of a promotion, reassignment, or transfer) designated as a period within which to learn the job. The training period is an integral extension of the MCWD's selection process and is used by supervisors for closely observing an employee's work.

An employee serving their initial probationary period may be disciplined at the sole discretion of the MCWD, up to and including dismissal. An employee so disciplined, including dismissal, will not have any grievance rights.

Nothing in this policy shall be construed to imply that after completion of the probationary period an employee has any vested interest or property right to continued MCWD employment.

Time served in temporary, seasonal, volunteer or interim positions are not considered part of the probationary period. If an emergency arises during an employee's probationary period which requires a leave of absence, such time off, if granted, will not be considered as time worked, and the probationary period will be extended by the length of time taken.

During this probationary period, employees will meet with their supervisor frequently to discuss progress and prior to the completion of the probationary period, the employee will have a formal review.

~~a. Immigration Law Compliance~~

~~The District complies with the Immigration Reform and Control Act of 1986 and is committed to employing only United States citizens and individuals who are authorized to work in the United States. Sufficient documentation of eligibility to legally work in the United States is required via completion of an I-9 within the first three days of work.~~

H. Change In Employment Status

Except as provided by law and where the Governance Policies otherwise supersede, the transfer or promotion of employees is subject to final approval by the District Administrator ~~after receiving a request from the Director in consultation with the Operations and Support Service Director~~. The transfer or promotion will include the salary/grade/step, job classification and starting date. This information will be submitted to the Operations and Support Services Department for inclusion in the employee's personnel file. Assignment to any pay grade which varies from the guidelines of this section requires District Board approval.

I. Transfers

Employees are authorized to transfer from one District department to another when approved by the District Administrator. Transferred employees will retain all accrued benefits including seniority where applicable. The anniversary date of transferred employees will change, with the original hire date maintained in the file.

a. Lateral Transfer

Transfers which do not change an employee's salary grade or class within their respective department may be made by ~~Directors~~ **Program Managers with approval by the District Administrator**.

b. Transfer to a Lower Classification

In the event that an employee voluntarily transfers to a lower paid classification, the employee will be placed on the salary schedule grade of the new classification commensurate with where they were placed in their previous classification. The transfer will utilize the recruiting process as outlined in this Handbook, with exceptions permissible under the authority of ~~the Operations and Support Services Director (EEO Officer)~~, in consultation with the District Administrator.

J. Promotions

It is the practice of MCWD to encourage promotion of employees from within the organization. Seniority may be considered, along with all other job qualifications. Promoted employees will retain all accrued benefits.

- a. Promotions within a Classification: Are based on attaining the qualifications required to move from an entry level position to a level within the same classification requiring additional training or experience as determined by the Internal Equity rating system. Movement to the higher level is determined by the **Program Manager** ~~Director~~ in consultation with the ~~Operations and Support Services Director~~, **District Administrator** and will reflect a pay increase, by placement on the grade level of the higher rated classification which is equivalent to a 3% increase, or to the minimum salary range for that grade, whichever is greater.
- b. Promotion to a higher vacant position: Pursuant to the established application procedures, any employee who is selected to fill a vacant position with a higher grade level will receive a pay increase by placement on the grade level of the higher rated position, which is equivalent to a 3% increase, or to the minimum salary range for that grade, whichever is greater.
- c. The promotion will utilize the recruiting process as outlined in this Handbook, with exceptions permissible under the authority of the ~~Operations and Support Services Director (EEO Officer)~~, in consultation with the District Administrator.
- d. No Option to Reverse a Change in Employment Status

There is no provision for an employee to elect to revert back to his/her former position after transfer

or promotion.

e. Job Descriptions or titles

Changes in job description or position titles must be approved by the District Administrator.

Discipline

The MCWD recognizes its responsibility to treat all employees fairly and to provide adequate compensation and benefits for the work provided; employees are expected to recognize their responsibility to maintain acceptable performance on the job.

In the event that an employee's performance does not meet the standards expected, it will be the responsibility of the supervisor to advise the employee of such lack of performance. **A performance improvement plan will be provided to the employee which sets forth clear expectations and timeline for improvement.**

This establishes a standard disciplinary process for employees of the MCWD. District employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work practices and standards of conduct and applicable MCWD practices.

Discipline will be administered in a non-discriminatory manner. This practice and procedure is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

a. Process

The MCWD will utilize disciplinary actions that best meet the needs of the situation. Nothing in this Handbook implies that any District employee has a property right to the job he/she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

b. Disciplinary Action

Disciplinary actions may include but are not limited to the following, and may occur in any order given particular circumstances:

1. Verbal Warning

Oral reprimands are normally given for first incidents or minor offenses, to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. An oral reprimand includes date(s), a summary of discussion and corrective action and is submitted to ~~Operations and Support Services~~ for placement in the employee's personnel file.

2. Written Warning

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected or the behavior has not consistently improved in a reasonable period of time. Written reprimands are issued in person by the supervisor **Program Manager** with prior review and approval from the ~~Operations and Support Services Director~~ and District Administrator. Written reprimands will be forwarded to ~~Operations and Support Services~~, to be placed in the employee's personnel file.

3. Suspension With or Without Pay

With prior review and approval by the District Administrator and the ~~Operations and Support Services Director~~, a **Director Program Manager** may suspend an employee without pay as a disciplinary measure. In this event, the employee will be notified in writing of the reason for the

suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false, the employee will receive any compensation and benefits due, had the suspension not taken place.

4. Demotion and/or Transfer

An employee may be demoted or transferred if attempts at resolving an issue have failed and the ~~Director, Program Manager~~ in consultation with the ~~Operations and Support Services Director and~~ District Administrator, determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The related documentation will be presented to the employee in person and submitted for the personnel file.

5. Salary

An employee's salary/wage increase may be withheld or the salary/wage decreased due to performance deficiencies.

6. Termination/Discharge

The District Administrator, with the approval of the District Board, may dismiss an employee for substandard work performance, serious misconduct, or behavior ~~not in keeping with~~ **that does not meet** District standards.

Separation of Employment

Employees may be separated from employment by means of retirement, voluntary termination, resignation not in good standing, involuntary discharge or layoff. Employees of the District serve "at-will." All debts must be repaid and all district property must be returned to the supervisor prior to the last day of employment. Failure to return District property or reimburse debts due to the District upon employment separation may be considered theft and will be referred to the District's legal representative for review.

A. Retirement

No regular employee will be required to retire from the MCWD employment solely for age, except in those positions where a bona fide occupational qualification exists. Employees desiring to retire in good standing must give written notice of their intent to retire 10-working days in advance. The notice will be submitted to the employee's ~~Director, Program Manager with a copy to Operations staff. who will forward it to~~ ~~Operations and Support Services~~. Processing of retirement and severance benefits will be in accordance with regular payroll processing.

B. Voluntary Resignation

Employees who plan to resign from the MCWD must provide "proper notice," or a written letter of resignation a minimum of 10-working days in advance to their ~~Director~~ **Program Manager**. Additional notice is desirable whenever possible. Accrued vacation leave is not available for use within the resignation notice period and will be paid in accordance with these practices and procedures. The resigning employee is expected to be actively at work on the final day of employment except in unusual circumstances approved in advance by the District Administrator.

C. Resignation Not in Good Standing

The following circumstances may be considered resignations not in good standing:

- Resignation without proper notice;
- Absence from work for three days without notification and approval of the employee's ~~Director~~, **Program Manager** or failure to return to work on the date determined from an approved leave and;
- Resignation while under investigation for disciplinary actions.

An employee deemed not in good standing upon termination will not receive a payment for earned ESST for which they otherwise would be eligible.

D. Termination/Discharge

In some cases it may be necessary for the MCWD to involuntarily terminate the employment relationship with an employee. All employment with the MCWD is "at-will", and the MCWD retains the right to terminate an employee at any time for any reason, or no reason, within the provisions of the law.

E. Reduction In Work Force/Layoff

In order to ensure a balanced work force, the MCWD may, at its discretion, determine that a reduction in the number of employees on the payroll is necessary. Whenever possible, the employee(s) will receive a notice of reduction in work force ten working days in advance of the effective date of the layoff.

F. Death

Payments owed to a deceased employee by the MCWD will be paid out in the name of the employee, to the designated beneficiary on file.

General Employment Related Practices

A. Attendance and Punctuality

On occasion, it may be necessary for you to be absent from work. MCWD is aware that emergencies, illnesses, or important personal business that cannot be scheduled outside your work hours may arise. Sick **ESST** and vacation leave has been provided for this purpose. In general, the operations and standards of service in the District require that employees be at work unless valid reasons warrant absence. In order for a team to function efficiently and effectively, employees must be on the job. Regular attendance is an essential function of every District position.

If you are unable to report to work, or if you will arrive late, you must contact your supervisor as soon as possible in advance of the absence. In the case of unexpected absence, employees should call their ~~Director~~ **Program Manager** before the scheduled start time. If the ~~Director~~ **Program Manager** is unavailable, the employee must leave a message that includes a telephone number where he/she can be reached and/or contact any a co- worker who is designated by the supervisor at the first available opportunity. If you know in advance that you will need to be absent, please request this time off, in advance, by notifying your **Program Manager** ~~Director~~.

Failure to use established reporting process will be grounds for disciplinary action up to and including termination.

Absence from work for three (3) consecutive days without notifying the supervisor will be considered a voluntary resignation. The District may waive this practice if extenuating circumstances warranted such behavior. This provision does not preclude the District from administering discipline for unexcused absences of less than three (3) days.

If you are absent due to an illness for three (3) or more consecutive days, your ~~Director~~ **Program Manager** may request that you submit written documentation from your medical provider verifying the illness and stating you are able to resume normal work duties before you will be allowed to return to work.

A consistent pattern of questionable absences can be considered excessive and may be cause for additional disciplinary action. In addition, excessive lateness or leaving early without notifying your ~~Director~~ **Program Manager** will be considered a “lateness pattern” and may carry the same weight as an absence. ~~Be aware that p~~ Poor punctuality, excessive absences, or leaving early may lead to disciplinary action up to and including ~~discharge~~ **termination**.

B. Telecommuting

~~MCWD considers telecommuting to be an appropriate alternative work arrangement in cases where individual, job and Director characteristics are suited to such an arrangement.~~

Telecommuting allows an employee to work at home, on the road, or in a satellite location for specified day(s) of his or her regular workweek. Telecommuting is a voluntary work alternative that may be appropriate for some employees and some jobs. It is not an entitlement, it is not a MCWD-wide benefit, and it in no way changes the at-will nature of the employment or the other terms and conditions of employment with MCWD. Telecommuting will be permitted in the sole discretion of the management team.

Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or formal, as will be described below. Other informal, short-term arrangements may be made for employees on family or medical leave, to the extent practical for the employee and the organization, and with the consent of the employee's health care provider, if appropriate. All informal telecommuting arrangements are made on a case by case basis, focusing on the business needs of the organization first. Such informal arrangements are not the focus of this provision.

Eligibility

Individuals being considered for telecommuting arrangements must have been employed with MCWD for a minimum of 6 months of continuous, regular employment and must have exhibited above average performance in accordance with MCWD’s performance appraisal process. Before entering into any telecommuting agreement, the employee, ~~and their Program Manager~~ **Director and Operations and Support Services Director**, in consultation with the District Administrator, will evaluate the suitability of the arrangement with regard for the following:

- Employee suitability: The employee and ~~Director~~ **Program Manager** will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities: The employee and ~~Director~~ **Program Manager** will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Logistics: This includes equipment needs, workspace design considerations and scheduling issues.
- Tax implications: Tax filing and other legal implications for the business use of the employee’s home based upon IRS and state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee.

Formal Telecommuting Agreement

Either an employee or a ~~Director~~ **Program Manager** can suggest telecommuting as a possible ongoing work arrangement. The ~~department~~ **Director **Program Manager** will review all requests from his or her areas of responsibility, authorize an employee's participation if appropriate, and agree to adhere to these guidelines. The general administration of the agreement is as follows:**

- Any formal arrangement made will be on a trial basis for the first 3 months and may be discontinued at any time by the telecommuter or the organization.

- If the employee, **and their Program Manager** supervisor, ~~Operations and Support Services Director and District Administrator~~ agree upon the terms of eligibility, a Remote Work Agreement will be prepared and signed by all parties. This begins the 3 month trial period.
- The agreement will detail the number of days of telecommuting allowed each week, the work schedule the employee will maintain, and the manner and frequency of communication.
- The manner and frequency of communication between the employee and ~~Director~~ **Program Manager** will be more formal during the trial period and will be at a level consistent with employees working at the office or in a manner and frequency appropriate for the job and individuals involved.
- Employees entering into a telecommuting agreement may be required to forfeit use of a personal office or workstation at the central office in favor of a shared arrangement, to maximize organization office space needs.
- As part of the agreement, telecommuting employees agree to be as accessible as their on- site counterparts during the agreed upon work schedule, either over the phone or via email. Also, the employee must be on site as necessary to attend meetings, training sessions, or after hour meetings as designated by the ~~Director~~ **Program Manager**. It is the responsibility of the employee to make arrangements to have their “hard” mailbox checked for timely materials when working from a remote locale.
- A formal telecommuting arrangement is not designed to be a replacement for appropriate child, elder or dependent care. Although an employee’s schedule may be modified to accommodate dependent care needs, the focus of the arrangement is expected to be on job performance and meeting business demands. Prospective telecommuters should discuss expectations of telecommuting with family members prior to entering the trial period.

Pay and Attendance

Salary and wage administration will be consistent with these practices and procedures. The employee's time and attendance for telecommuting work time will be recorded separately from in- office work time. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will complete a separate time sheets distinguishing office hours from telecommuting hours. In general, telecommuters will be held to a higher standard of compliance for time tracking than office-based employees due to the nature of the work arrangement. Hours worked in excess of those specified in the agreement require the advance approval of the supervisor. Failure to comply with this provision may result in revocation of the telecommuting work agreement and/or other appropriate disciplinary action.

Work Assignments

The employee will meet with the ~~Director~~ **Program Manager** on a regular and on-going basis to receive specific assignments and duties, to identify measurable outcomes and/or results and to review work in progress as well as completed work. The employee is to complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor according to standard operating procedures.

Performance Evaluation

The evaluation of the employee's job performance will be based upon supervisor expectations for performance, standards that are consistent with the position, and an evaluation of performance outcomes/results. Evaluation of telecommuter performance during the trial period will include daily interaction by phone and/or e-mail with the supervisor and weekly in-person meetings to discuss work progress and problems. At the conclusion of the trial period, the employee and ~~Director~~ **Program Manager** will each evaluate the arrangement, its effectiveness and recommendations for modification and/or continuation. The District Administrator, ~~in consultation with the~~

~~Operations and Support Services Director~~, will review the evaluations and determine whether the telecommuting agreement becomes formal and ongoing. Ongoing job performance must continue to meet or exceed expectations for the arrangement to continue. Performance evaluations beyond the trail period will occur consistent with these procedures but focus on work output and completion of objectives more so than time worked.

Remote Work Environment and Safety

The employee will establish an appropriate work environment within their home for work purposes. MCWD will not be responsible for costs associated with the employee's home office such as remodeling, furniture or lighting, repairs or modifications to the home office space, operating costs, or any other incidental cost (e.g. utilities) whatsoever associated with the remote work location. Employees will be offered appropriate assistance in setting up a workstation designed for safe, comfortable work.

~~After equipment has been delivered, a designated Operations and Support Services representative will visit the employee's home work site to inspect for possible work hazards and suggest modifications. Repeat inspections will occur on an as-needed basis.~~

Injuries sustained by the employee while at their home work location and in conjunction with their regular work duties are normally covered by the MCWD workers' compensation plan. Telecommuting employees are responsible for notifying the employer of such injuries in accordance with worker's compensation procedures outlined in this Handbook. The employee is liable for any injuries sustained by visitors to their work site.

The employee agrees to maintain safe work conditions in the off-site workspace and to practice the same safety habits in the designated off-site workspace as his/her office on MCWD premises. MCWD reserves the right to conduct a site visit to the alternate workspace to determine that it is safe and free from hazards. Any inspection will occur within normal work hours and with 24 hours' notice to the employee.

If there is an emergency and/or life-threatening event at the remote work site, the employee or designee should notify the immediate supervisor. The employee agrees that important MCWD telephone numbers, such as the name and telephone number of his/her immediate supervisor as well as other important MCWD specific contact information are posted in a visible location at the work location. The employee agrees to inform members of his/her household that it is necessary that MCWD be contacted immediately in the event of a life-threatening emergency.

District Information, Supplies, Property, Equipment & Assets

The MCWD will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each telecommuting arrangement on a case-by-case basis. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee will be maintained by the employee. The MCWD accepts no responsibility for damage or repairs to employee-owned equipment.

The District reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter will sign an inventory of all MCWD property and agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment or revocation of the telecommuting agreement, all MCWD property will be returned in acceptable working condition to the organization via arrangements made with the ~~Director~~ **Program Manager**. Failure to return MCWD property and/or return of property in damaged condition will be

referred to the District's legal representative for review.

Limitations

The employee or MCWD may revoke the employee's participation in this program at any time. MCWD will make every effort to provide a 2-week notice if the Remote Work Agreement will be revoked; however, there may be instances where no notice is possible.

Employees may be withdrawn from the telecommuting arrangement for reasons including, but not limited to, declining performance and/or organizational needs. Such withdrawal must be accomplished in accordance with established practices and procedures. It is possible that factors outside the control of MCWD could impact the continuation of this program. In the event the supervisory reporting relationship changes, a telecommuter's agreement may be subject to review or cancellation by the incoming supervisor.

~~Reasonable Unpaid Work Time for Nursing Mothers~~ **Nursing Mothers, Lactating Employees, and Pregnancy Accommodations**

~~The MCWD will comply with all provisions of [MN Stat. §181.939](#) and the [Patient Protection and Affordable Care Act – Section 7 of the Fair Labor Standards Act](#). Nursing mothers will be provided reasonable unpaid break time to express milk for nursing her child for one year after the child's birth. The District will provide a room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public, and that includes access to an electrical outlet, where the employee can express her milk in privacy.~~

Nursing mothers and lactating employees will be provided reasonable paid break times (which may run concurrently with already provided break times) to express milk.

The District will provide a clean, private and secure room (other than a bathroom) that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.

The District shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting nursing rights or remedies.

Criminal Background Checks

All finalists for employment will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the District Administrator will determine the level of background check to be conducted based on the position being filled.

~~The MCWD conducts criminal history background checks on all regular full time, part time and temporary/seasonal employees. Additional information is provided in the Consent to Criminal Background History form contained in the Appendix section of this Handbook. For all background checks reflecting a conviction, the MCWD will review the type of conviction and consider whether it is directly related to the job in consultation with District legal counsel.~~

~~Candidates for positions working with children will not be selected if they have been convicted of any crime listed in the [Child Protection Worker Act; MN Stat. §299C.61-299C.62](#). Generally, this includes child abuse crimes; murder; manslaughter; felony level assault or any assault crime committed against a minor; kidnapping; arson; criminal sexual conduct and prostitution related crimes.~~

~~Before any applicant is rejected on the basis of criminal conviction, he or she will be notified in writing and will be given any rights afforded by [MN Stat. §364.021 Public Employment; Consideration of Criminal Records](#). This includes the right to show evidence of rehabilitation.~~

Veterans

~~Minnesota law provides for specific Military Veteran's rights for qualified persons when hiring or in the event of dismissal or other disciplinary action. The MCWD complies with all provisions of [MN Stat. §43A16 and §197.46—197.481](#)~~

Smoking and Tobacco Use

All buildings, facilities and vehicles of the District are declared to be smoke and tobacco free, meaning that smoking in any form (through the use of tobacco products (pipes, cigars and cigarettes) or “vaping” with e-cigarettes is prohibited while in a District facility or vehicle. This provision prohibits the use of any tobacco product while at or in these locations. Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

Dress Code

District employees are expected to dress in attire appropriate to their position, as determined by **their Program Manager**. ~~the Director.~~

Employees who need an accommodation associated with a protected status such as religion or disability should discuss with their Program Manager and/or Operations staff.

Supplemental Employment

MCWD does not restrict employees from engaging in outside employment. However, the District expects that regular full time employees consider District work their primary employment. The District will not permit outside employment that interferes with the performance of the employee's duties with the District, involves the performance of duties substantially similar to those normally performed within the scope of the employee's work for the District, or which represents a conflict of interest or violates departmental practice. The District will not change an employee's work hours to accommodate the scheduling of any outside employment.

Emergency Closings

a. Inclement Weather – Closings to the Public

The District will determine whether an emergency exists in which the public interest will be best served by closing District offices to the public. District offices will remain open to employees.

Employees should use their own discretion regarding safe travel to and from work during inclement weather. When a decision is made to close the District offices, the decision will be conveyed to the media for public announcement. Employees who decide not to report for work or leave the workplace early due to inclement weather will be compensated as determined by the ~~Director~~ **Program Manager** on an incident basis. – since we now have remote work option this needs to be updated.

b. Other Emergency Closings – Vacating the Premises

The Operations ~~staff or District Administrator and Support Services Director~~ may direct the staff or public to vacate the premise after notification to the E-911 Communication Center. Compensated status of the affected employee(s) will be determined by the ~~Director~~ **Program Manager** on an incident basis.

Work Related and Travel Expenses

Work related and travel expenses will be reimbursed in accordance with the District Public Purposes and Expense Policy and state law.

DRAFT

SECTION IV: PERSONNEL FILES AND HUMAN RESOURCES ADMINISTRATION

General Information

~~The task of handling personnel files and related human resource administration functions of the MCWD has been assigned to the Operations and Support Services Director and his/her designees.~~

Questions regarding insurance, wages, and interpretation of the Handbook should be directed to **your Program Manager, Operations staff or the District Administrator**. ~~Information contained in personnel files is handled in accordance with the Minnesota Government Data Practices Act.~~

Employee records are maintained in a location designated by Operations staff. Personnel data is retained in personnel files, finance files and benefits/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, and document employee performance.

Employees have the right to know what data is retained, where it is kept and how it is used. All employee data will be received, retained and disseminated according to the Minnesota Government Data Practices Act.

Please see the Tennessen Warning for Applicants and Employees contained in the Appendix section of this Handbook for additional information.

Your Personnel File

Employees are responsible for keeping their personnel file up to date and providing the MCWD with accurate information. Any changes **in name, address, marital status, withholdings, deductions, etc. should be directed to Operations staff**. ~~in the following items should be promptly reported to the Operations and Support Services Director or designated contact for inclusion in your personnel file:~~

- ~~• Legal Name~~
- ~~• Home Address & Phone Number~~
- ~~• Emergency Contact(s) Information~~
- ~~• Number of Dependents (when necessitated by law)~~
- ~~• Marital status (when necessitated by law)~~
- ~~• Exemptions on your W-4 Tax Form~~
- ~~• Change of Beneficiary~~
- ~~• Family Status Change (when necessitated by law or benefit modification)~~
- ~~• Proof of valid Driver's License~~
- ~~• Military or Draft Status~~
- ~~• Training or Education Certificates related to job~~
- ~~• Professional License(s)~~

~~Your personnel file also includes the following information; to the extent the MCWD possesses it, with some exceptions:~~

- ~~• Employment Application(s)~~
- ~~• Offer Letter~~

- ~~Wage or Salary History~~
- ~~Notices of Commendation, Warning, Discipline, or Termination~~
- ~~Payroll Deduction Authorizations~~
- ~~Benefit Information~~
- ~~Annual leave/accrual records~~
- ~~Your employment history, which includes your compensation, positions you have held, dates of promotions or transfers, attendance records, and performance evaluations.~~
- ~~Tennessee Warning For Applicants and Employees~~

Generally, ~~e~~Employees have the right to review their personnel file. ~~once during a six-month period. To do so, you must provide a written request during normal business hours. The Operations and Support Services Director will make reasonable effort to fulfill the request within forty-eight (48) hours.~~ **Contact the Operations staff to make arrangements.** All original documents must remain in the personnel file ~~and must be reviewed in the presence of the Director or designee. In all instances, MCWD will ensure compliance with [MN Stat. §181.961](#).~~

Your Medical Records

~~All m~~Medical records, if any, will be kept in a separate confidential file. The MCWD maintains this information in the strictest confidence and may not use or disclose medical information about an employee without the employee first having signed an authorization form permitting such use or disclosure except as permitted or required by law.

Anniversary Date

The first day you report to work is your “official” anniversary date. Your anniversary date will be used to compute various conditions and benefits described in this Handbook.

Length Of Service

Your period of continuous employment with the MCWD is defined as your "Length of Service." Length of Service may be used as a basis for vacation and ~~sick leave~~ **ESST**, lay off, call back, and may apply to other benefits. Your Length of Service will continue to accumulate unless you have a break-in-service through retirement, voluntary resignation, discharge, or are on layoff for a period of 6 months or more.

Performance Appraisal Process ~~Reviews~~

~~1. Overview~~

The performance ~~appraisal~~ **review** process is designed to assist and encourage the employee to reach maximum potential. Standards against which performance is to be measured are specific, measurable, related to quality, quantity, timeliness or work, and working relations. Other reasonable performance criteria, as determined by the **employee’s Program Manager** ~~Operations and Support Services Director~~ in consultation with the District Administrator, will also be initiated as necessary to make an accurate and thorough evaluation.

Your ~~p~~Performance ~~appraisals~~ **reviews** are is intended to be a two-way discussion. You will have an opportunity to provide feedback regarding your position and any issues or concerns you may have. It is also a time for your ~~Director~~ **Program Manager** to provide feedback on your performance, attendance or work conduct. Informal communication initiated by the ~~Director~~ **Program Manager** or employee regarding performance is encouraged and should take place regularly to resolve problems, correct mistakes, provide direction and enhance ongoing employee development.

2. — Schedule

Your performance will generally be reviewed and discussed with you by your ~~Director(s)~~ **Program Manager** on or about the following intervals:

- After completion of six (6) months of continuous employment in a new position; and,
- Annually thereafter, on a calendar year basis.

In addition to the annual performance appraisals, employees may be evaluated under the following circumstances:

- Any time an employee's performance has changed significantly, positively or negatively; and,
- Any time the ~~District Administrator~~ **Program Manager** feels it is in the best interest of the employee or the MCWD.

~~A list of required annual appraisals will be disseminated by Operations and Support Services, along with a timeline for completion. The accuracy of the performance appraisal is a direct reflection of the management proficiency of the Director.~~ **Your Program Manager will initiate and schedule performance reviews when needed or as required annually.** Any compensation adjustments must be substantiated by review ratings and are subject to the discretion of the District Administrator. The MCWD supports pay for performance in the compensation system structure.

3. — ~~Review of Performance Appraisal~~

~~Final appraisals~~ **reviews** must contain the signature of the District Administrator prior to being shared with the employee. The ~~Director~~ **Program Manager** will discuss the formal, written performance appraisal report with the employee before the ~~appraisal~~ **review** is made part of the employee's permanent record. The employee's signature is required to indicate receipt of the appraisal, not necessarily agreement with the content.

Employees may submit a written response to their performance appraisal ~~for review by the Operations and Support Services Director,~~ and request that it is included in their personnel file.

4. — ~~Record of Performance Appraisal~~

~~Formal, written performance appraisals may be kept in the employee's personnel file. An additional copy may be retained by the employee and/or their supervisor.~~ **Performance review forms, with all required signatures, will be retained as part of the employee's personnel file.**

Requests for Employment Reference

Persons or organizations seeking a reference for a current or former employee must be referred to the ~~Operations and Support Services department.~~ **or the District Administrator.** ~~Only representatives from this department are authorized to provide interested parties with employment reference information on behalf of the MCWD, for current or former employees.~~

SECTION V. SALARY AND WAGE ADMINISTRATION

MCWD Compensation Policy

1. Compensation Philosophy

The Minnehaha Creek Watershed District (MCWD) strives to be an elite organization, and envisions a landscape of vibrant communities where natural and built environments exist in balance to create value and enjoyment.

The District has set high standards of excellence, and is committed to achieving outstanding results that honor its partners in protecting and improving land and water for future generations. MCWD is guided in this pursuit of a balanced urban ecology for the watershed, by sound science, service, partnership, and a spirit of innovation where flexibility and creativity combine to create a culture of continuous improvement.

To achieve its audacious goals, the District recognizes that its most important assets are its people. In order to attract and retain the talented people needed to accomplish its mission, the Minnehaha Creek Watershed District is committed to establishing and maintaining a compensation package that is both competitive with the public and private market within the region, and reflects the organization's standards of excellence and unique strategic priorities.

MCWD's compensation policy is designed to:

- Attract and retain the talent the District needs to achieve its mission
- Remain competitive with public and private market
- Reflect the organization's strategic priorities
- Provide for internal equity by consistently evaluating jobs and pay programs
- Reward employees on the basis of mission driven performance
- Maintain a plan that is clear and easy to communicate
- Comply with all state and federal laws and regulations

MCWD also believes that compensation is more than just a salary, and is committed to maintaining a total compensation package that considers how salary and employee benefits combine to competitively position the organization in the market for talent.

2. Administration of the Compensation Plan

The District's Compensation Plan (Plan) consists of systematically classified positions, and corresponding salary ranges for each position that are derived from a market analysis of comparable positions from benchmark organizations.

The Board of Managers maintains overarching authority over the Plan, as outlined in the District's Governance Policies, by providing approval of the Plan, any periodic re-baselining of the Plan, and any significant adjustments to the Plan to meet the strategic needs of the organization.

The District Administrator oversees the implementation and administration of the plan as approved and directed by the Board of Managers, and in a manner consistent with this policy.

3. Maintaining the Compensation Plan

Salary ranges within the Plan are developed based on an analysis of market data of comparable positions from benchmark organizations. The mid-point of the salary ranges will be competitively set based on the mid-point of the market data.

Salary ranges will be reviewed and updated annually as part of the District's budget process, to ensure that the ranges remain competitive with market variation over time. The District will utilize the Bureau of Labor Statistics, Employment Cost Index (ECI), wages and salaries for state and local government workers (not seasonally adjusted), all workers group to maintain the salary ranges.

Adjustments will be based on the percent change for the 12 month period ending in June of each year. The percent adjustment will be made to the minimum, mid, and maximum amount for each range. An example follows for a minimum range adjustment:

$$\begin{aligned} \text{Percent Change} \times \text{Minimum Range} &= \text{Adjustment Amount} \\ \text{Minimum Range} + \text{Adjustment Amount} &= \text{New Minimum Salary} \end{aligned}$$

These annual adjustments to salary ranges, to maintain market competitiveness, shall be approved by the Board of Managers as part of the annual budget process. Downward adjustments will not be made to the pay scale. If a negative percent change is realized, the salary scale will remain the same as the previous year.

Adjustments to the salary ranges does not guarantee an annual salary adjustment for individual employees. Salary adjustments for individuals will be based on performance, as detailed in Section 5.

A formal compensation and classification study will be conducted as needed, and is recommended to be completed every five years, to revalidate and baseline the salary ranges and grade assignments.

Authorization to initiate this work shall be provided by the Board of Managers.

4. New Hire Salary Placement

Starting salaries for new employees will be set within the salary range for that position, based on the individual's skills, knowledge and experience in relation to the proficiency requirements of the position. The starting salary will be recommended by the Department Manager, and approved by the District Administrator, before any offer of employment is made.

A new hire will not be eligible for a salary adjustment until after 180 days of employment. Department managers will complete 90 and 180 day performance reviews of newly hired employees. If a new hire demonstrates consistent and steady growth, cultural alignment, and is performing at a level equal to, or exceeding expectations of the position at the 180 day review, the Manager may recommend a salary adjustment to the District Administrator.

5. Movement through Salary Ranges

To achieve its strategic priorities the District is committed to investing in and retaining high quality people that meet the District's standards of excellence. In addition to aligning individuals with meaningful mission driven work, and providing a culture of collaboration, camaraderie and accountability, a component of the District's retention strategy is compensation.

To effectively incentivize the retention of employees that meet or exceed the District's performance standards, adjustments to compensation will be made annually to move individuals through the salary range for their respective position.

The District recognizes that it is important that its employees not only understand what they are being paid, but also understand the reasons why. As stated in the goals of this compensation policy, the

District provides compensation to retain the talent it needs to accomplish its mission, reward mission driven performance that meets the organization's standards of excellence, remain competitive with the market, and ensure internal pay equity.

Performance Considerations:

Employee performance will play a key role in guiding the implementation of the District's philosophy regarding range penetration, and the pace at which employees move through a position's salary range. The District recognizes that performance is multi-faceted, and is committed to providing employees with operational frameworks that clearly articulate and evaluate key performance indicators and priority initiatives. In assessing whether performance is met or exceeded, and its influence on range penetration and pace of movement, the District will consider*:

- Mastery of the required knowledge, skills, abilities to meet proficiency
- Achievement of key performance indicators for the year, and record of continuous improvement
- Independence and autonomy
- Initiative and proactivity
- Strategic critical thinking, problem and solution identification, creativity and innovation
- Engagement and dedication
- Collaboration and teamwork
- Contribution to departmental or organizational strategic priorities, organizational impact
- Cultural alignment – growth mindset, transparent, idea meritocratic, receptive to critique, positivity, mentorship and leadership at all levels

*This list serves as policy guidance and is not intended to be an exhaustive or metric based list on which performance will be assessed at an operational level.

Salary Range Penetration:

Regarding salary range penetration, the District has established the mid-point of its salary ranges as market competitive for comparable positions, from benchmark organizations, for individuals that have demonstrated market competitive proficiency, and a consistent track record of performance.

Therefore, it is the District's intent to move employees towards the mid-point of the salary range for their grade in an efficient and timely manner consistent with work performance and demonstrated proficiency (knowledge, certifications, skills, abilities, etc.). Salary adjustments beyond mid-point of the salary range will be taken at a more gradual and deliberate pace, for individuals consistently performing at a level higher than what the position requires.

Compensation Ratios:

To synchronize the District's philosophy regarding range penetration and the use of performance criteria, the District will consider an employee's compensation ratio. Compensation ratio is defined as the percentage obtained by dividing the actual salary paid to an employee by the midpoint of the salary range for that position.

$$\text{Compensation Ratio} = \frac{[\text{Employee Salary}]}{[\text{Midpoint of Pay Range}]} \times 100$$

An individual with a compensation ratio of 100% is paid at midpoint and is viewed as being competitive with an individual in the market who is proficient and has a track record of consistently meeting expectations.

MCWD's philosophy regarding range penetration, combined with performance and the following compensation ratios* will be used to holistically guide an individual's movement through the established pay ranges:

- 83 – 89% - new, limited experience, not proficient, or unsatisfactory performing incumbent
- 90 – 96% - gaining experience, consistent performance, not fully proficient
- 97 – 103% - consistent performance and fully proficient
- 104 – 110% - consistently performing at a higher level than required
- 111 – 116% - universally recognized as outstanding performers, inside and outside MCWD

*Compensation ratios are not intended to provide a prescriptive or formulaic approach to the implementation of the District's compensation plan, but as overarching guidance.

6. Position Classification and Reclassification

The MCWD uses the Systematic Analysis and Factor Evaluation (SAFE®) system to consistently evaluate the classification of positions, and the placement of positions within the District's Compensation Plan.

The District seeks to maintain the alignment of its organizational structure and human resources in a manner that directly supports its strategic priorities. In accordance with the District's Governance Policies, the Administrator will routinely assess the District's human resource needs against the organizations strategic objectives and make recommendations to the Board of Managers. These recommendations will be informed by Department Managers, and evaluated and prioritized by the District Administrator and Board of Managers through an organizational lens.

Recommendations may range from individual position reclassification, the creation of new positions, or departmental/organizational realignment. Positions affected through these recommendations will be evaluated using SAFE®, and placed within the District's compensation structure. The District Administrator will advise, and the Board of Managers must approve, of the fiscal and organizational impact of the recommended changes.

Employment Classifications

~~Written job descriptions will be prepared for all MCWD positions. The descriptions will consist of a title, description of the responsibilities and typical examples of work performed, and other information on the required qualifications and abilities necessary to perform the duties of the position.~~

~~At the time you are hired, you are classified as *regular* or *temporary*. In addition, for purposes of Federal Wage and Hour Laws, you are classified as either 1) Non-Exempt or 2) Exempt.~~

The District will maintain job descriptions for each position. New positions will be developed as needed by the Program Manager and approved by the District Administrator and/or Board of Managers.

Job descriptions will include: position title, Program/department, Program Manager title, FLSA status (exempt or non-exempt), primary objective of the position, essential functions, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position.

Prior to posting a vacant position the existing job description is reviewed by the Program Manager and/or District Administrator to ensure the job description is an accurate reflection of the position and the stated job qualifications do not present artificial barriers to employment.

A current job description is provided to each new employee. Program Managers are responsible for revising job descriptions as necessary to ensure the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the District Administrator.

These **Position** classifications are determined by general guidelines ~~which have been~~ established by the Federal Government. Each position will be classified by the MCWD under these guidelines. For internal use, the MCWD has also designated the following categories:

1. Regular Employees

Employees hired to work on a regular basis for an indefinite period of time are categorized as "regular" employees. Reference to "full-time" or "part-time" classification does not imply an employee has a vested right to continued employment.

- a. Regular Full-Time: employees **required** ~~who are employed for an indefinite period and regularly scheduled to work thirty (30) or more hours per week~~ **year-round in an ongoing position.** See Section I definition—Employee, Regular Full Time.
- b. Regular Part-Time: employees **required** ~~who are employed for an indefinite period and are regularly scheduled to work twenty (20) to twenty-nine (29) hours per week~~ **year-round in an ongoing position.** See Section I definition—Employee, Regular Part Time.

NOTE: Part-time regular employees may be eligible for limited accrued time off benefits on a pro-rated basis.

2. Temporary/Seasonal Employees

A position **in** which an employee works ~~only part of the year (67 days~~ **or less per calendar year.)** ~~to conduct seasonal work, or an employee who works in a temporary position having a defined start and end date for the duration of a specific project.~~ Temporary/Seasonal employees may be assigned to work a full-time or part-time schedule. Temporary/Seasonal employees do not ~~earn~~ **receive** benefits and are credited for seniority only in the event of a move to regular part time or regular full time status. The period of temporary employment will not be counted as part of any probationary period should an individual subsequently be appointed to a regular-status position. Temporary employment provides no expectation or inference of future regular status. See Section I definition—Employee, Temporary/Seasonal.

3. Exempt And Non-Exempt Employees

~~It is the intent of the MCWD to~~ **In compliance with Federal and State Fair Labor Standards Act (FLSA) employees** ~~comply with all federal and state labor laws. A~~ at the time of hire, you will be classified as either "exempt" or "non-exempt". ~~This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per work week. These employees are referred to as "non-exempt". This means that they are not exempt from (and therefore will receive) overtime pay at a rate of one and one half (1.5) times the regular hourly rate.~~

Employees classified as non-exempt are eligible for overtime at a rate of 1.5 times their regular hourly rate for work performed over forty (40) hours in any given work week. Note: if a District holiday occurs in the same work week in which additional hours are worked by a non-exempt employee, the employee will receive straight time pay rather than the overtime rate for the additional hours. A non-exempt employee may choose to receive their overtime in compensatory time rather than paid overtime. Compensatory time is received at 1.5 times the hours worked.

~~Exempt employees are persons employed in bona fide executive, administrative, or professional positions as defined by federal wage laws. They may include program leads, directors, professional and technical employees whose duties and responsibilities allow them to be “exempt” from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, or promoted.~~

~~Exempt employees are paid on a salary basis, meaning pay does not vary and employee receives a predetermined amount of pay each pay period. Exempt employees are expected to work the hours necessary to meet performance expectations, with the expectation that they work 40 or more hours per week.~~

~~All bona fide professional, administrative and executive employees who are exempt from the provisions of the Minnesota and federal FLSA will not receive overtime or compensatory time off.~~

~~Employees with any questions or complaints regarding the District’s application of the state or federal FLSA are asked to submit them in writing to the Operations and Support Services Director for review.~~

Work Week and Core Hours

~~The District work week is Monday through Friday, 8 a.m. to 4:30 p.m. On a case-by-case basis, exceptions to days and hours may be made and approved in advance by staff’s Program Manager.~~

~~The normal work week for District employees is five eight hour days in addition to a lunch period, beginning on Monday and ending on Friday weekly; unless other arrangements have been authorized by the employee’s Director in consultation with the District Administrator. The normal work day is from 8:00 a.m. to 4:30 p.m. Employees are required to work according to the schedule for their assigned position. Additional hours, including weekends and evenings, may be required to meet deadlines or to accomplish objectives, as authorized by your Director. All employees are expected to maintain a regular schedule, with start and end times subject to the discretion of the Director in consultation with the District Administrator.~~

~~This provision is intended only to define the normal hours of work and to provide the basis for the calculations of overtime premium and other premium pay. Nothing herein should be construed as a guarantee of hours of work per day or per week by the District. Nothing contained in this Handbook should be interpreted to be a guarantee of minimum or maximum number of hours that the District may assign employees to work.~~

B. Hours of Work

~~The Director or their designee will establish employee work shifts, work breaks, staffing schedules and the assignment of employees in their respective department with the approval of the District Administrator. Directors may adopt flexible schedules for exempt or non-exempt employees, provided the schedules are compliant with these practices and procedures, and provided that offices are adequately staffed during District business hours. Employee requests to work a flexible schedule will be considered; however, the Director is under no obligation to grant such request. Departmental schedules will be filed with Operations and Support Services for payroll purposes.~~

C. Time Records-Timekeeping

~~All non-exempt employees are required to record their time worked on a time sheet, which are then used to calculate payroll and fulfill record-keeping requirements. Exempt employees are required to complete Time Off Requests only. Time records for all employees must be **are** approved by the **staff’s Program Manager or as designated by the District Administrator.** immediate Director and submitted to the Operations and Support~~

~~Services Director or designee in accordance with the payroll schedule.~~

Employees are individually responsible for accurately recording time worked. ~~No one may record hours worked on another's time sheet. Tampering with another's time record or falsifying your own record is~~ cause for disciplinary action, up to and including termination.

Pay Periods

A pay period is defined as a fourteen day period commencing on Sunday and ending on Saturday.

Employees ~~will generally be~~ **are** paid biweekly for hours worked in the previous pay period. **As provided for in Minnesota law, all employees are required to participate in direct deposit. Employees are responsible for notifying Operations staff of any change in status, including changes in address, withholding status, voluntary deductions, etc.** ~~Unless otherwise requested, checks will be direct deposited into your bank account.~~

~~Checks/direct deposits will be distributed by the Friday of the following pay period. If you are absent on the day checks are distributed, you are responsible to inform the Operations and Support Services Director of your preference to have your check mailed or held for your pick up.~~

Payroll Deductions

There are two kinds of salary deductions; those required by law, and those authorized by you. Each pay stub lists deductions for that pay period:

Required:

- Federal income tax
- State income tax
- Social security tax
- Medicare tax
- SDI (State Disability Insurance)
- Public Employees Retirement Association (PERA)
- Court ordered garnishments, if applicable
- Insurance, ~~as required~~ **if applicable**

Voluntary

- Insurance, ~~as selected~~ **if applicable**
- 457 **or Roth** Deferred Compensation Plan
- ~~Other miscellaneous voluntary deductions (savings)~~
- **Health savings account (HSA)**
- **Flexible spending account (FSA) for dependent care or limited medical expenses**

NOTE: It is the responsibility of the employee to review the accuracy of voluntary deductions and promptly report inaccuracies to the Operations **staff**, ~~and Support Services Director.~~

~~Meal and Break Periods~~ **Meal Breaks and Rest Periods**

~~Non-exempt employees working six (6) hours or more continuously will be provided an unpaid meal period of 30 minutes near the middle of each workday. Employees may not use their 30-minute meal break to alter their start or stop time. Meal period scheduling is approved by the supervisor to ensure continual services throughout the workday.~~

~~Non-exempt employees are provided one (1) fifteen (15) minute paid break (rest period) during each four-hour period of continuous work. These breaks will be scheduled at two different intervals, one prior to your meal~~

period (if applicable) and one after. Rest periods should not interfere with the proper performance of work responsibilities or work schedules of the department. Any employee whose rest break is interrupted for necessary job duties should receive additional time to provide for a combined fifteen minute rest period. The rest period commences when work ceases and stops when work starts. Travel time is part of the rest period time. Rest periods cannot be used during the employee's first or last scheduled hour of work each day.

A paid fifteen-minute break is allowed within each four consecutive hours of work. An unpaid thirty-minute lunch period is provided when an employee works eight or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

Departments with unique job or coverage requirements may have additional rules approved by the Program Manager.

Overtime

The MCWD may schedule work in addition to the standard workday or work week. Employees are expected to work overtime if requested. ~~The standard work week for overtime purposes is 12:00 a.m. Sunday through 11:59~~

~~p.m. Saturday.~~ Overtime at the rate of one and one-half (1.5) times the base **hourly** rate will be paid through payroll to non-exempt employees for all hours worked in excess of forty (40) hours in a standard work week. It is not permissible to reduce hours in a separate workweek to avoid overtime compensation. All overtime must be authorized in advance by the employee's ~~Director.~~ **Program Manager.**

Overtime pay is based on actual time worked in excess of forty hours. Time away from work on vacation, sick leave **ESST**, holiday, or any other leave of absence, paid or unpaid, will not be considered hours worked for purposes of performing overtime calculations.

Employees who work overtime without receiving prior authorization from their ~~Director.~~ **Program Manager** may be subject to disciplinary action.

Compensatory Time

~~The use of compensatory time as overtime compensation requires the mutual agreement of the Director and the non-exempt employee.~~

For non-exempt (hourly staff) hours worked beyond 40 hours in a standard work week will be calculated at one and one-half (1.5) hours for each overtime hour worked, with time earned balances accumulated in payroll. The maximum accumulation of compensatory time will be 120 compensatory hours and is available to be used in ½ hour increments. All compensatory time not used by Dec. 31 of each year will be paid at that year's rate at the next years' earliest scheduled pay date.

Wage Determination

The MCWD will compensate employees based upon the District Classification and Compensation **Plan, Policy** with consideration of other factors such as economic conditions, competitive market practices, employee performance, job evaluation and internal equity. The MCWD will review employee compensation annually to ensure proper placement of employees in the pay scale.

Salary Goals:

- To establish and maintain salary structures to attract and retain qualified and competent talent.
- To encourage continual performance improvement through a well-administered compensation plan and performance review program.
- To establish and maintain wage levels which are comparable to those paid by similar employers with similar needs.
- To provide equal pay for equal work and maintain internal relationships among the positions within the District which recognize responsibility, experience and education differences.
- To comply with all governmental requirements and regulations.
- To provide flexibility within the salary ranges to respond to economic and competition fluctuations.

DRAFT

SECTION VI. EMPLOYEE BENEFITS

Insurance

Insurance benefits ~~will be~~ ~~are~~ provided to all regular full time employees. Regular full time employees may choose to waive coverage of some benefits, with proof of coverage through another provider however, the District will require mandatory participation in some benefits simply because there are a minimum number of participants required for some plans.

The District will contribute a competitive monthly contribution towards group health, dental and life insurance benefits for you and/or your family. Insurance premium contributions by the District are a key component of your total compensation package. The amount of the District's contribution may change year over year and will be determined annually.

For terminating employees COBRA coverage is offered in accordance with State and Federal law.

Employee Assistance Program

As part of the District's health insurance program, the insurance carrier provides an employee assistance program (EAP) free of charge to District staff and family members covered by the District health plan.

The EAP covers a wide range of assistance programs including alcohol/drug usage issues, mental health issues, marital counseling, financial and legal issues.

Use of the EAP is confidential and no information regarding an employee's use of the EAP is shared with the District.

~~1. Overview~~

~~The District recognizes that problems of a personal nature can have an adverse effect on an employee's job performance or reflect discredit on the organization. The District further recognizes that most personal problems can be dealt with successfully when identified early and referred to appropriate resources. Therefore, the District maintains an Employee Assistance Program (EAP) as part of the Health Insurance benefit to provide assistance to employees with problems of a personal nature either on a voluntary basis, or when referred by management.~~

~~2. Scope~~

~~The overall objective of the Employee Assistance Program is to maximize the employee's ability to function in personal matters and maximize job performance. The Employee Assistance Program is designed to deal with a broad range of human problems, such as alcohol and/or drug, emotional/behavioral, family and marital, financial, legal and other personal problems. The program provides assessment, short term counseling and referral. The program is available to all employees and their family members.~~

~~3. Cost~~

~~There is no cost to the employee for assessment and counseling sessions that the employee or family member may have with the Employee Assistance Program. Should the EAP participant require additional service beyond the EAP, the Employee Assistance Counselor will refer the participant to an appropriate resource in accordance with the employee's insurance benefits and whatever other assistance may be available. Any costs incurred beyond Employee Assistance Program coverage is the responsibility of the employee.~~

~~4. Confidentiality~~

~~No information about an individual using this EAP will be shared with others without the written consent of the~~

individual, except in circumstances where disclosure is required by law.

Participation in the EAP does not jeopardize the employee's job security, promotional opportunities, nor will it impair any rights of the employee. All records and discussions of personal problems are private and do not become part of the employee's personnel file unless so released by the employee involved.

B. State and Federal Benefits

The MCWD pays for benefits such as Social Security (FICA), Medicare and unemployment benefits, as required by Federal and State laws for all regular and temporary employees. COBRA benefits are offered in accordance with State and Federal law.

Holidays

Beginning on date of hire, regular full-time and regular part-time employees ~~will be~~ **are** paid for holidays ~~on~~ **in** which the District offices are closed. ~~beginning with their date of hire~~. Holidays are pro-rated for regular part-time positions, in accordance with the employee's hours worked per week as stated in his/her personnel file.

The MCWD has ~~eleven (11)~~ **12** paid holidays each calendar year. They are as follows:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving	Day After Thanksgiving
Christmas Day	December 25
One Floating Holiday	(Pre-arranged by District Administrator)

Requested as time off via timekeeping system and approved by staff's Program Manager

When ~~any regular~~ a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday **will be observed as the holiday**. ~~declared a holiday for employees whose normal scheduled is Monday through Friday~~. Eligible employees must work their scheduled ~~amount of~~ hours in the week that the holiday occurs in order to receive holiday pay for that day, or utilize accrued time off (vacation, ~~sick leave~~ **ESST**). However, if a paid holiday falls while an employee is taking vacation or ~~sick leave~~ **ESST**, the employee will receive holiday pay for that day and will not be required to use vacation or ~~sick leave~~ **ESST** for that day. Employees are not eligible to receive holiday pay when on an unpaid leave of absence. Employees are not allowed to flex their work schedules in a pay period that includes a holiday without prior approval. ~~from their Director~~.

Vacation Leave

Full-time and part time ~~regular~~ employees are eligible for and accrue vacation at their current rate of pay. Vacation accrual is in accordance with employee anniversary dates and pro-rated for those employees working less than a 40 hour/week schedule, **as noted in the employee's new hire offer letter**. ~~according to hours worked per week as stated in the personnel file~~. Temporary/seasonal employees are not eligible for vacation leave.

Rate of Accrual – Full Time Equivalent

Vacation leave is credited at the end of each bi-weekly pay period at the following rates; (or as **agreed to approved** in writing by the District Administrator **at employee's time of hire**)

<u>Length of Service</u>	<u>Vacation Leave</u>	<u>Accrued At</u>
0 – 3 years (36 months)	80 hours/year	3.08 hours/pay period
3 – 5 years (37 – 60 months)	96 hours/year	3.69 hours/pay period
5 – 7 years (61 – 84 months)	120 hours/year	4.62 hours/pay period
7+ years (85 + months)	160 hours/year	6.15 hours/pay period

When continuous employment reaches a point entitling the employee to the next higher rate of vacation accrual, the new rate will commence on the first day of the pay period following the date of eligibility.

Job classification changes from temporary to regular **part-time or full-time** status will credit length of service toward the employee's accrual.

Eligibility, Scheduling and Procedure

Vacation will be paid at the employee's base pay rate at the time of use and will not be counted as hours worked for purposes of computing overtime. Vacation leave ~~is~~ **be** available to all Regular Full-time, and Regular Part-time ~~status~~ employees as it is earned and can be taken in increments of not less than .25 hours. Paid holidays that occur during vacation leave are not counted as days of vacation leave. Sickness occurring during a period of vacation leave will be charged against ~~sick leave~~ **ESST** accrual ~~if medical provider verification is submitted.~~

Employees are not permitted to request vacation in an amount that exceeds their accrual balance.

~~Vacation requests should be submitted to the Director as soon as practical. Vacation requests exceeding 30 continuous calendar days in length must be approved in advance by the MCWD Board. While every effort will be made to approve, vacations should not interrupt department operations. give employees the vacation period of their preference, vacations will be scheduled to avoid an interruption in the normal operation of the department. Should a conflict in scheduling occur, it will be resolved on the basis of first request, and then seniority at the time of the request.~~

Employees may not elect cash payment of vacation in lieu of taking time off during continuing active employment.

Employees are permitted to accumulate vacation leave to a maximum of 30 days or 240 hours of unused vacation per calendar year. **Accumulated leave may exceed 30 days/240 hours during the calendar year, however at year end,** Any accumulation beyond the maximum will be forfeited ~~annually~~ on January 1. It is the responsibility of the employee to schedule vacation leave in order to avoid the potential of losing vacation days. If an employee exceeds the maximum hours allowed to be banked at the end of the calendar year, they will elect one of the following options:

- **Hours over the maximum allowed are forfeited and accrual is** ~~Vacation hours will be reduced to the maximum allowable, or~~
- ~~Prior to December 31 of each year,~~ convert earned vacation leave in excess of **240** ~~forty (40)~~ hours into the District's 457 Deferred Compensation Plan.

Employees with active, documented performance improvement plans are ~~generally~~ ineligible to take vacation leave until they have returned to satisfactory performance, ~~at the Director's discretion.~~ Time off not otherwise addressed in the personnel file or these procedures that exceeds accrued vacation balances may be considered a

performance issue.

Employees may use accumulated vacation leave as an extension of sick leave **ESST**, provided all sick leave **ESST** benefits have been exhausted. Vacation leave used as extension of sick leave **ESST** will be subject to the conditions regulating the use of sick leave **ESST**. Vacation leave can be used to supplement disability payments concurrently in the event an employee has elected coverage and has a claim.

Vacation Leave Accrual During Leave of Absence

Accrual of vacation leave will not occur while an employee is on an unpaid leave of absence. Vacation leave will accrue during all paid leave of absence periods.

Vacation Leave Payment Upon Employment Separation

Employees separating employment from MCWD will receive the balance of their vacation accrual paid at their regular rate of pay.

Sick Leave Earned Sick and Safe Time

~~The MCWD recognizes that from time to time, absence from work for illness may be necessary. Pay for sick leave assists in maintaining your income flow when you are required to be off work during regular work hours, according to the provisions below.~~

Earned Sick and Safe Time (ESST) is paid time off earned at a rate of 2.77 hours per pay period. The hourly rate of ESST is the same hourly rate an employee earns from employment with the District. This leave applies to all employees of the District, including part-time and seasonal.

~~Rate of Accrual~~ **Maximum Accrual**

~~Sick leave may be taken only to the extent that it is earned. Regular full-time employees earn sick leave at the rate of 6 hours per month, with~~ **Employees may not exceed a maximum accrual not exceeding of 720 hours, or 90 days of ESST in a calendar year. Any leave beyond the accrual amount at the end of the calendar year will be forfeited.** ~~sick leave. Regular part-time employees earn sick leave at the rate of 3 hours per month, with maximum accrual not exceeding 360 hours or 45 days of sick leave. Temporary/seasonal employees are not eligible for sick leave.~~

Eligibility, Scheduling and Procedure

~~Employees may request to take earned sick leave any time. Sick leave may be used for illness, injury, hospitalization, surgical recovery, maternity care, dental care, eye care, blood donation, bone marrow donation, immunization, outpatient or inpatient treatment for mental illness, alcoholism, or drug addiction, which prevents the full performance of the employee's duties. Sick leave may also be used for absences due to an illness or injury of an employee's dependent child (including stepchildren or foster children), adult child, legal spouse, sibling, parent, grandparent, grandchild, mother-in-law, father-in-law or stepparent, for such reasonable periods as the employee's attendance and care of the individual may be necessary.~~

~~Sick leave will be paid at the employee's base pay rate at the time of use and will not be counted as hours worked for purposes of computing overtime. Sick leave is available to all eligible employees as it is earned and can be taken in increments of not less than fifteen (15) minute increments. Paid holidays that occur during sick leave are not counted as days of sick leave. Sick leave requests should be submitted to the Director as soon as practical.~~

~~**Safety leave:** Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or~~

~~stepparent) who are providing or receiving assistance because they, or a relative is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any rolling 12-month period.~~

~~Pursuant to [MN Stat. §181.9413](#), eligible employees may use up to 160 hours of sick leave in any rolling 12-month period for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, stepparent, parent-in-laws and grandchildren (includes step-grandchildren, biological, adopted or foster grandchildren).~~

ESST may be used as it is accrued in not less than .25 hour increments for the following circumstances:
An employee's own:

- Mental or physical illness, injury or other health condition
- Need for medical diagnosis, care or treatment, of a mental or physical illness
- injury or health condition
- Need for preventative care
- Closure of the employee's place of business due to weather or other public emergency
- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
 - Care of a family member:
 - With mental or physical illness, injury or other health condition Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition Who needs preventative medical or health care Whose school or place of care has been closed due to weather or other public emergency When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
 - Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling

- Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

For ESST purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

Advance Notice for use of ESST

If the need for ESST is foreseeable, it should be requested in advance. However, if the need is unforeseeable, employees must provide notice as soon as practicable. When an employee uses ESST for more than three consecutive days, the District may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, ESST for a qualifying purpose. The District will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the District will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent.

~~Employees will notify their immediate supervisor on the first day of sick leave and, when possible, sick leave must be requested in advance. Fraudulent use of sick leave~~ ESST may lead to discipline up to and including termination.

~~Sick leave~~ ESST can be used to supplement disability coverage payments or worker's compensation payments concurrently, in the event an employee has a claim.

Retaliation prohibited

The District shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against

an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Further, use of ESST will not be factored into any attendance point system the District may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under ESST.

7. ~~Medical Certification~~

~~After three consecutive days of sick leave, the Director or other employer's representative may require a statement from a medical provider outlining the nature and duration of the illness, as well as a release to perform the physical requirements of the position upon return to work.~~

~~To the extent that the employee makes use of sick leave and/or vacation as provided herein, he/she will not suffer any loss of seniority, vacation, or other fringe benefits as provided by District employment. For any paid leaves of absence, the employer will continue to pay its share of the employee's health and medical insurance premium.~~

Benefits and return to work protections

During an employee's use of ESST, an employee will continue to receive the District's insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued ESST is entitled to return to their position at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during ESST absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment and the employee is rehired again within 180 days of separation, previously accrued ESST that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Time at the commencement of reemployment.

ESST Sick Leave Coinciding With Leave of Absence

Accrual of ~~sick leave~~ ESST will not occur while an employee is on an unpaid leave of absence. ~~Sick leave~~ ESST will accrue during all paid leave of absence periods. ~~Sick leave~~ ESST must be exhausted before the commencement of an unpaid leave of absence.

~~Sick Leave Payment~~ ESST Payout Upon Employment Separation

After a minimum of three (3) continuous years of service, any regular full time or part-time employee leaving the MCWD will be compensated for all unused previously accrued ~~sick time~~ ESST at the employee's rate of pay at the time of termination according to the following schedule:

<u>Length of Service</u>	<u>Maximum Compensation</u>
0 – 3 years of service (36 months)	no compensation
3 – 5 years of service (37 – 60 months)	30% to a maximum of 65 hours
5 – 7 years of service (61 – 84 months)	40% to a maximum of 144 hours
7 – 10 years of service (85 – 120 months)	45% to a maximum of 227 hours
10+ years of service (121 months +)	50% to a maximum of 360 hours

An employee deemed not in good standing upon termination will not receive a payment for earned sick and safe time for which they otherwise would be eligible.

Employee ESST and Vacation Time Donation Policy

The Employee ESST and Vacation Time Donation Policy administers donations of accrued leave (vacation and/or ESST) from one employee to another when the recipient employee does not have a sufficient ESST or vacation accrual balance to cover time away from work to care for their serious medical condition or that of a qualified dependent, and, such time away will result in a significant loss of income to the employee due to exhausting all available paid leave.

Eligibility

All regular full-time District employees who have completed six consecutive months of employment are eligible to receive transfers of vacation or ESST from other employees where absences from work will result in a significant loss of income due to exhausting all available paid leave, and are required due to the serious illness or injury of one of the following people:

- The employee
- The employee's minor dependents, spouse or domestic partner
- The employee's parents
- Members of the employee's household

Note: An employee is considered full-time if they work at least 30 hours per week per year.

If an employee is on leave and is being covered by the District's workers' compensation, or short or long-term disability plan, the employee is not eligible for the donation program. If/when eligibility in any of these benefits are exhausted, and the employee's own ESST, vacation or compensatory time is also exhausted, the employee may then request and receive paid time under the donation policy.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family Medical Leave Act (FMLA).

All requests for donated time must be approved by the District Administrator in advance of the transfer of donated time. The employee will be notified of acceptance or denial of their request.

How to Donate and Administration of the Policy

ESST and/or vacation time donations are strictly voluntary. If you wish to donate,

- Provide in writing to Human Resources (email will suffice) that you wish to make a donation from your ESST or vacation accrual balance.
- Indicate the number of hours you wish to donate.
 - Donations must be made in no less than one (1) hour increments.
- Maximum donation per employee per calendar year is 80 hours.
 - Donating employee may not go negative in their ESST or vacation accrual balance.
- You may request that your donation go to a specific employee.
 - If you do not specify a specific employee as the recipient of your donated leave, or there are currently no approved requests for donated time, the time you donate will be deducted from your accrual balance and banked until such time as an employee becomes eligible. If your time is banked you will no longer be able to specify the recipient of your donated leave.

You may donate at any time. Your accrual balance will be adjusted with the pay cycle immediately following your request. Your donation is non-refundable. Whether the donation is ESST or vacation, the donation will be added to a recipient's ESST accrual balance.

Application for and Use of Donated Benefits

An eligible employee must submit a request for donated time to Human Resources. The request must include the following information:

- The person whose serious medical condition is the basis of the request, i.e. employee or qualified family member as listed above
- A medical doctor's letter stating the subject person's illness, prognosis, and expected date of recovery
- How much time you are requesting
 - If you have been specified as the recipient of another employee's donation you will receive their entire donation unless you have already received the maximum allotted hours allowed to be received
 - Donations are made in no less than one hour increments with 1044 hours (six months) maximum eligible hours that can be received in total for each qualifying event
 - If you have requested more hours than available you will receive all available hours up to the maximum per qualifying event

An employee who returns to work on a part-time basis may continue to receive and use donated time. Once an employee returns to work full-time they are no longer eligible to receive donations. Once an employee returns to full-time work, any unused donated leave will be refunded back to the District's general bank of donated leave. A recipient of donated leave may not liquidate donated leave and receive a cash payout.

Abuse of the leave donation policy will not be tolerated.

Human Resources will retain a list of leave donations, which information shall be confidential.

Leaves of Absence

Overview

The MCWD expects continuous service from any employee as a condition of employment. However, under certain limited circumstances, leaves of absence may be granted. Leaves of absence may be designated as paid or unpaid.

The MCWD complies with all legally mandated leaves, including, but not limited to, military service, school conferences, bone marrow donation, organ donation, voting, and election judge service.

Although not legally required at current employee levels, the District allows leave under the Family and Medical Leave Act (FMLA) to be available for eligible District employees and administered consistent with Federal Law.

An employee completing an approved and legally protected leave of absence will be reinstated to his/her former position upon return. If the leave of absence is not legally protected and the position is no longer available upon the employee's return, the MCWD has the option to re-assign the employee as current workload or schedules permit, at a rate of pay commensurate with the level of the new position (depending on legal requirements).

Employees should contact the ~~Operations and Support Services Director~~ for information relating to benefits while on leave.

The leave classifications in this section have been established because the MCWD understands that from time to time, employees have bona fide reasons for requesting time off from work. However, abuse of approved leave requests will be grounds for disciplinary action up to and including termination.

Family and Medical Leave Act (FMLA):

General Provisions

The MCWD grants up to 12 weeks of leave (or up to 26 weeks of Military Caregiver Leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. Leave under the FMLA is always unpaid; however, employees will be required to concurrently use other accumulated paid leave available under the terms of this Handbook.

Conditions, procedures, eligibility, and other terms of the leave may be adjusted from time to time as required to comply with provisions of any federal, state or local law regarding the FMLA.

This procedure addresses general provisions of the FMLA. More detailed information is contained in the mandatory FMLA Notice posted at MCWD offices and is provided to all new employees as required by the U.S. Department of Labor (DOL), via the Employee Rights and Responsibilities Under the Family and Medical Leave Act Notice. In the event of any conflict between this procedure and the applicable law, employees will be afforded all rights required under the law.

Eligibility

To qualify to take a leave under the FMLA, the employee must meet all of the following conditions:

- The employee must have worked for MCWD for at least twelve (12) months or 52 weeks, not necessarily consecutive, with separate periods of employment counted under certain circumstances.
- The employee must have worked at least 1,250 hours during the previous twelve (12) month period. The twelve (12) month period during which the twelve (12) weeks of leave under the FMLA may be taken will be a “rolling” twelve (12) month period measured backwards from the date an employee uses any leave under the FMLA. Determination of “hours worked” will meet the definition of the term as contained in the Fair Labor Standards Act.

Types of Leave Covered

To qualify as leave under the FMLA, the employee must be taking leave for one of the reasons listed below:

- The birth or placement of a child and to care for that child
- Eligible employees may take leave under the FMLA for the birth, adoption or foster placement of a child and to care for the child after birth or placement. The leave must be completed within the first 12 months after birth or placement of the child. Leave to care for a child may not be taken on an intermittent basis.
- Leave for the employee’s own serious health condition
- An eligible employee may take leave under the FMLA in connection with a serious health condition requiring medical treatment that renders the employee unable to perform the essential functions of their position.
- Leave to care for an immediate family member with a serious health condition
- Eligible employees may take leave under the FMLA to care for a legal spouse, child, or parent with a serious health condition requiring medical treatment that renders the family member incapable of participating in their regular daily activities.
- Leave for a qualifying exigency
- Available for families of covered military members on or called to covered active duty, who are able to provide supporting information for the qualifying exigency.
- Leave to care for a covered service member with a serious injury or illness (i.e. Military Caregiver Leave)
- Eligible employees may take leave under the FMLA to care for a spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness.

Amount of Leave

An eligible employee can take up to 12 weeks of leave for the FMLA circumstances listed above in sections 2c.1 – 2c.4 during any 12-month period. The District will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under the FMLA. Each time an employee takes leave, the District will compute the amount of leave the employee has taken in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. An eligible employee can take up to 26 weeks for the FMLA circumstance listed above in section 2c.5, during a single 12-month period. For this leave, the District will measure the 12-month period as a rolling 12-month period measured forward. Leave under the FMLA already taken for other FMLA circumstances will be deducted from the total of 26 weeks available. If legal spouses both work for MCWD, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent “in-law”) with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If legal spouses both work for the District and each wishes to take leave to care for a covered service member with a serious injury or illness, the spouses may only take a combined total of 26 weeks of leave.

Employee Notice

When the need for leave is foreseeable, employees should submit an application for leave at least 30 days in advance. If 30 days advance notice is not possible, notice must be given either the same day or next business day. Notice for intermittent or reduced work schedule leave must be provided within 48 hours following each absence. The application must be submitted to the ~~Operations and Support Services Director~~ **Operations staff** or designee and be approved by the District Administrator. Within five business days of the application, employees will be provided with the Notice of Eligibility and Rights & Responsibilities.

Designation of Leave under the FMLA

Employees must provide sufficient information for MCWD to reasonably determine whether the FMLA may apply to the leave request. When the MCWD has enough information to determine that leave is being taken for a FMLA qualifying reason, the employee will be provided with the Designation Notice within five business days advising that the leave is designated and counted under the FMLA. In the event the leave is not designated under the FMLA, the employee will be notified in writing.

Leave under the FMLA may be taken on a full-time, part-time or intermittent basis depending on doctor’s recommendations, management approval and the provisions contained herein.

Under MCWD practices, employees are required to use all accumulated paid leave, such as vacation and sick leave **ESST**, concurrently with leave under the FMLA. All leave under the FMLA occurring after the employee’s accumulated paid leave has been exhausted will be unpaid.

Medical Certification for Leave under the FMLA

Health care provider certification is required within 15 days of the leave request (unless this is impossible despite diligent efforts) for employees who take leave for (a) their own or a family member’s serious health condition or (b) for a qualifying exigency or to care for a covered service member with a serious injury or illness. Failure to provide certification may result in a denial of continuation of leave. A District representative (other than the employee’s direct supervisor) may contact an employee’s (or family member’s) health care provider directly in order to clarify or authenticate medical certification after giving the employee seven days to cure any deficiency. In compliance with HIPAA Medical Privacy Practices, MCWD will obtain the employee’s (or family member’s) permission for clarification of individually identifiable health information. Under certain circumstances, the District may require and pay for a second opinion certification through a health care provider of its choice. The District may deny leave under the FMLA to an employee who refuses to release their own (or

their family member's) relevant medical records to the health care provider designated to provide a second or third opinion. In the event there is a conflict between the original certification and the second opinion, the District will require and pay for the opinion of a third health care provider mutually selected with the employee (or family member). This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. Second and third certification opinions are not permitted for leave to care for a covered service member with a serious injury or illness.

Recertification

MCWD may require subsequent intermittent leave recertification of a serious health condition for the employee or the employee's family member under the Every-Thirty-Days Rule. The District may require recertification every six months in connection with a continuous FMLA absence. The District or its representative may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's (or family member's) serious health condition. Recertification for a qualifying exigency is not permitted.

Genetic Information Nondiscrimination Act of 2008(GINA) Compliance

MCWD will not request or require genetic information of employees or their family members. In order to comply with this law, health care providers will be instructed not to provide any genetic information when responding to requests for medical information.

Fitness for Duty Certification

An employee on leave under the FMLA for their own serious health condition lasting more than three days may be required to submit a fitness-for-duty certificate on a form provided by MCWD. This form is completed by the employee's health care provider releasing the employee for active work. In the case of intermittent or reduced work schedule leave, the District may require a fitness-for-duty certification every 30 days if reasonable safety concerns exist (defined as a significant risk of harm to the employee or others). An employee has 15 days to provide a fitness-for-duty certification under the Every-Thirty-Days Rule. However, the employee can work while awaiting the certification. When medically necessary, an employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary."

Benefits While on Leave under the FMLA

During leave under the FMLA, health insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period. The employee is responsible for paying their share of premiums unless he or she elects not to retain group health coverage during leave under the FMLA. If the employee is on an unpaid leave, arrangements must be made with the Operations ~~staff and Support Services Director~~ for payment of premiums. It is the employee's responsibility to contact the Operations ~~staff and Support Services Director~~ or designee for information relating to benefits while on leave under the FMLA.

The MCWD's obligation to continue health insurance during leave under the FMLA stops if: (1) the employee is more than 30 days late in paying his or her portion of the insurance premium; (2) the employment relationship would have terminated if the employee had not taken leave under the FMLA; (3) the employee informs the MCWD of an intent not to return to work; or (4) the employee fails to return from leave under the FMLA or continues on leave after exhausting FMLA rights.

In some circumstances, the MCWD may recover from the employee its share of medical premiums during a period of unpaid leave in the event an employee elects not to return to employment with the MCWD.

Light Duty

If an employee accepts a full time light-duty assignment while still eligible for leave under the FMLA, the time spent on light duty does not count against the employee's FMLA entitlement. An employee maintains reinstatement rights to their original or equivalent job during the period the employee works in the light-duty role. The right to job reinstatement under these circumstances ceases at the end of the applicable period used by the District to calculate leave.

Return to Work from Leave under the FMLA

The MCWD requires an employee on leave under the FMLA to report periodically on their status and intent to return to work. If the circumstances change and the employee requires either more or less leave than anticipated, the employee must inform the ~~Operations and Support Services Director~~ staff within two business days of the changed circumstance. A fitness for duty report, as it relates to the employee's ability to perform the essential functions of the job, is required prior to the employee's return to work for all employees who are on leave under the FMLA because of their own serious health condition.

In general, employees who return from leave under the FMLA are entitled to be restored to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. If the employee provides notice of intent not to return to work, the MCWD will cease maintaining health benefits. Employees who fail to return to work at the end of their approved leave, and who fail to make other arrangements with ~~the Operations and Support Services Director~~, their Program Manager will be considered to have voluntarily terminated their employment.

No Retaliation

MCWD does not consider the use of leave under the FMLA as a negative factor in any employment decision.

Leave of Absence With Pay

Regular full time and regular part time employees are eligible for the following paid leave circumstances. Employees will continue to accrue sick ~~ESST~~ and vacation leave during a paid leave, as well as retain seniority credit and insurance benefits commensurate with their employment status.

Employees are expected to return from a paid leave on the designated date or follow applicable attendance procedures contained in this Handbook to secure an authorized absence. Unauthorized absences fall under the provisions of the Attendance section of the Handbook.

Court Duty Leave

Employees subpoenaed as witnesses in connection with District employment or called for jury duty will receive their regular compensation and other benefits less the amount of jury or witness stipend. Employees will notify their Director when served with a subpoena or notice of jury duty. Any stipend received will be remitted to the Operations and Support Services Director following receipt by the employee. Reimbursed expenses such as mileage will be kept by the employee. Employees must return to their regular work duties if released from court duty during their scheduled hours of work.

Bereavement Leave

Regular status employees are allowed up to three (3) consecutive working days with pay to attend an in-state funeral on the occasion of the death of an immediate family member; five (5) days are allowed for out-of-state funerals. Leave must be taken within the three (3) days preceding or following the death or funeral. Additional days may be granted subject to the approval of the ~~Director~~, District Administrator with such additional days being deducted from sick leave ~~ESST~~.

Military Duty Leave

Employees who are members of any reserve component of the military forces of the United States or National Guard are granted leave of absence with compensation not to exceed fifteen (15) working days per calendar year when ordered to training. Seniority and time off benefit accruals will continue during the leave.

The military leave is paid only in the event the employee returns to employment with the District as required upon being relieved from service or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years. Where possible, notice is to be provided to the District at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence. Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority.

Unpaid military leave will be considered hours worked for the purpose of vacation and sick leave **ESST** accruals. Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen (15) days will follow the same procedures as for any employee on an unpaid leave of absence.

Training Leave

Paid leave will be granted for training or professional development purposes if such training is deemed appropriate by **staff's Program Manager** ~~the Director~~ and the employee has received approval prior to taking the leave.

~~Election Days/Voting Leave~~ Elections / Voting

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off with pay for purposes of serving as an election judge, provided the employee informs the District at least twenty days written notice, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The District may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from work.

Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday.

The District reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total staff.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their Program Manager to avoid coverage issues. Employees may be absent from work for the time necessary to vote to include voting during the period allowed for voting in person before election day.

~~Every employee who is eligible to vote in an election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election, without penalty or deduction from salary or wages because of the absence. Employees must notify their supervisor prior to leaving and upon return.~~

~~An employee who is selected to serve as an election judge pursuant to [Minnesota Statute section 204B.21 subdivision 2](#), after giving their Director at least 20 days' written notice, may be absent from work for the purpose of serving as an election judge without penalty. Employees will receive their regular compensation and other benefits for the time the employee was absent from their place of employment less the amount of the election judge stipend paid to them.~~

Delegates to Party Conventions

An employee may be absent from work to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee. The employee may attend any convention of a major political party delegate, including meetings of official convention committees if the employee is a delegate or an alternate delegate to that convention.

Per the statutory requirement, the employee must give at least ten days written notice of their planned absence to attend committee meetings or conventions. Time away from work for this purpose will be considered unpaid unless the employee chooses to use vacation leave during their absence.

Emergency Service Leave

Employees who are bona-fide members of a non-profit service providing public safety such as fire departments, Sheriff's posse, civil defense units, first response teams, and ambulance services may be granted leave of absence with compensation when called to service, not to exceed 120 working hours (15 days) per year. Employees must receive ~~Director~~ Program Manager approval of their eligibility for emergency service leave prior to a call to service. Employees classified as essential are not eligible for this leave.

Leave of Absence Without Pay

Regular Full time and regular part time employees are eligible for the following unpaid leave circumstances. Employees will not continue to accrue sick leave **ESST** and vacation leave during an unpaid leave. Employees are expected to return from a paid leave on the designated date or follow applicable attendance procedures contained in this Handbook to secure an authorized absence. Unauthorized absences fall under the provisions of the Attendance section of the Handbook. An unpaid leave of absence is a COBRA qualifying event for insurance benefits after 40 hours of unpaid absence.

Employees receiving leave without pay in excess of thirty (30) calendar days, for reasons other than qualified Pregnancy and Parenting Leave or leave under the FMLA, are not guaranteed return to their original position. If the employee's original position or a position of similar or lesser status is available, it may be offered at the discretion of the District Administrator.

Unpaid Personal Leave (Non-FMLA Qualifying Events)

Circumstances of a unique personal nature may cause an employee to seek time off without pay by submitting a written request. The request for an unpaid personal leave of absence may be approved for a regular full-time employee who has completed at least twelve (12) months of continuous service, provided it is reasonable in view of the compelling nature and need, employee performance, workload involved, and any other relevant circumstances. It is the ~~Director's~~ **Program Manager's** responsibility, ~~in consultation with the Operations and Support Services Director,~~ to evaluate the request and recommend approval or denial. Personal leaves of absence will normally be limited to no less than one week or no more than thirty (30) days.

All forms of paid leave must be exhausted prior to use of any unpaid personal leave. Vacation and sick leave **ESST** will not accumulate during any unpaid leave of absence. Insurance benefits paid by the MCWD will cease at the end of the month in which the unpaid leave begins. Provided the employee has paid the necessary

premiums and has maintained seamless coverage, insurance with and paid by the MCWD will resume on the first of the month following the return date. Subject to applicable laws and insurance plan provisions, the employee has the right to maintain coverage, at the employee's expense, during the period of absence. Failure to comply with the dates established and approved for the leave, or to request an extension within five (5) days prior to the expiration of the leave, may constitute grounds for termination.

Extended Leave – Injury/Disability (Following use of leave under the FMLA)

1) General conditions

An unpaid leave of absence for sickness, disability or work-related injury may be granted by the **Program Manager** Director, ~~in consultation with the Operations and Support Services Director,~~ to an employee who has used all his/her accumulated sick **ESST** and vacation leave.

2) Maximum leave period

An unpaid leave of absence for sickness, disability or injury will be provided only for a period of time a doctor certifies that the employee is unable to work. The maximum period of sickness, disability or work-related injury is generally six (6) months, with any extension requested subject to review within the parameters of the Americans with Disabilities Act (ADA), on a case-by-case basis by the District Administrator.

Military Leave With or Without Pay

MCWD will grant a leave of absence without pay to an employee engaged in the active service, in time of war, other emergency, or for required reserve training in the military or naval forces of the United States in accordance with Minnesota law.

~~Leave for School Conferences and Activities~~ **School Conference Leave**

~~Any employee may take unpaid leave for up to a total of sixteen hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the District. Employees may choose to use vacation leave hours for this absence but are not required to do so.~~

~~Pursuant to [MN Stat. §181.9412](#), any employee who has worked half time or more for more than twelve (12) consecutive months, may take unpaid leave up to a total of sixteen (16) hours during any 12-month period to attend school conferences or school-related activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conferences or school-related activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours, and need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the District. Leave taken for these purposes will be unpaid or compensated through the use of vacation or compensatory leave time.~~

~~Bone Marrow Donation Leave~~ **Bone Marrow/Organ Donation Leave**

~~Pursuant to Minnesota law, paid leave will be granted to an employee who seeks to undergo a medical procedure to donate bone marrow. The combined length of leaves can be determined by the employee, but may not exceed 40 work hours, unless agreed to by the MCWD. The MCWD may require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave of absence granted to the employee prior to the medical determination is not forfeited.~~

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours, unless agreed to by the District, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned.

The District may require a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

The District shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies.

Pregnancy and Parenting Leave

Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota.

Female employees are eligible for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions. Biological or adoptive parents are eligible after the birth or adoption of a child for up to 12 weeks of unpaid leave, to begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least three (3) days. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e. sick leave, ESST or vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as leave under the FMLA. The two leaves will run concurrently.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this Handbook (i.e., where leave is also FMLA qualifying). For employees on a FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA absence.

~~1. Victim or Witness Leave With or Without Pay~~

~~The District will allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony or is the spouse or immediate family member (parent, spouse, child or sibling of the employee) of such victim, reasonable time off from work to attend criminal proceedings related to the victim's case (See Sick Leave – Safety Leave for additional information on leave benefits available to employees and certain family members).~~

~~Educational Assistance Tuition Reimbursement~~

~~Continued development of staff is important for to the MCWD to maintain a leadership position in watershed management. The following provision has been established to ensure that the training or education is relevant to the employees' current position, helps the MCWD achieve its goals, does not compete with other priorities, and funding is utilized in a fiscally responsible manner. We strongly encourage you to discuss any educational goals you have with their your supervisor Program Manager prior to and during the annual budgeting process to help ensure funding is available.~~

Eligibility and Process

All regular, full-time employees may be eligible for educational assistance after completing 120 days of continuous employment. Regular part-time employees may be eligible for limited educational assistance on a case-by-case basis after completing six (6) months of continuous employment.

To qualify for reimbursement, courses must be taken from an accredited educational institution. Employees must provide documentation of having received a passing grade of “B” or better (when grades are assigned) or equivalent. The course(s) taken should relate to the employee’s present job or provide additional training to help the employee prepare for a future position within the MCWD.

To apply for educational assistance the employee must follow the steps outlined below:

- Discuss the proposed course(s) with their ~~Director~~ Program Manager. The ~~Director~~ Program Manager will assist the District Administrator in determining whether the course(s) and subsequent expenses are appropriate for the employee or eligible for ~~financial assistance~~ reimbursement.

Prior to registering for the course(s), the employee must submit an official written request describing how the course work is relevant to his/her current position and helps the MCWD better achieve its goals. Submit this request, along with a completed Tuition Reimbursement Agreement to ~~the Director~~, your Program Manager with a copy to Operations. ~~with a copy to the District Administrator~~. This request must also include the following:

- Course title
- Course description
- Dates & time classes are held
- Name of the institution
- Associated costs

Employees are expected to take courses during their non-work hours in order to maintain their regular hours, job status, and minimize disruption to MCWD operations. If an employee can demonstrate that this is not feasible, a plan must be presented that outlines how the employee will ensure that their job duties and responsibilities are covered, whether or not they intend to maintain their current job status, and whether or not a temporary alteration in their working hours is necessary.

The District Administrator, ~~in consultation with the Operations and Support Services Director~~, will make a determination within thirty (30) days of receiving the official written request. If the request is not approved, the District Administrator will inform the employee of the reasons for denial of the request.

~~Employees will sign a Tuition Reimbursement Agreement that contains the conditions and amount of tuition reimbursement.~~

Once a Tuition Reimbursement Agreement is signed by the employee and the District Administrator, the employee may register for the course(s) and pay for the tuition and fees. Any costs incurred prior to receiving a Tuition Reimbursement Agreement, may not be reimbursed. ~~A copy of the Tuition Reimbursement Agreement will be forwarded to Operations and Support Services.~~

To receive reimbursement, the employee must provide the MCWD with receipts and evidence of satisfactory course completion (“B” grade or better) within sixty (60) days after the coursework is completed.

Reimbursement

The MCWD may provide reimbursement of 0% to 100% for the following mandatory fees:

- tuition & registration fees

- building or campus fees
- student or activity fees
- computer or equipment usage fees
- other fees specifically related to the course
- required textbooks & materials

Tuition reimbursement is not guaranteed and is based upon the discretion of the District Administrator, availability of funds, or employee performance. An annual limit per employee may be established at the discretion of the District Administrator.

An employee who resigns or is terminated for cause, including poor performance, prior to completion of the course(s) is ineligible for reimbursement unless otherwise specified in a separation agreement.

Additionally, repayment of educational assistance monies received is required of all employees who leave the employment of the MCWD based on the following schedule:

<u>Length of Employment Following Each Course Completed</u>	<u>Repayment Required From Employee</u>
Less than six months	100%
Six months to one year	80%
One year but less than 2 years	50%
Two years or more	0%

Retirement

Public Employees Retirement Association (PERA)

Eligibility for and employee investment in the Public Employees Retirement Association (PERA) plan is determined by the PERA Board. All regular full-time employees and part-time employees are eligible. The MCWD contributes to the PERA plan for all eligible employees.

~~PERA Phased Retirement~~

~~In accordance with MN Stat. §353.371, MCWD establishes a Phased Retirement Option (PRO) for PERA Coordinated or Basic Plan members. This is intended to allow a transition into retirement for employees approaching full retirement, while providing MCWD with a workforce planning tool that can help transfer knowledge from the long-time employee to a new person. The District Administrator has sole discretion to determine if and the extent to which a post-retirement option position is available to an eligible terminated member. Any offer of such a position will be made in writing to the employee by the District Administrator, prior to the employee’s termination of PERA-covered employment. Entering into a PRO agreement is not intended to create a contract between MCWD and any employee, or to limit the rights of MCWD and its employees to terminate the employment relationship at any time, with or without cause.~~

~~Eligibility~~

~~To draw a retirement benefit while working as a MCWD employee, the member must not be eligible for the State Employee Post-Retirement Option and:
 Be employed for at least 1,044 hours per year for the five years immediately preceding participation in the PRO;
 Be age 62 or older;
 Reduce his or her previous work schedule by at least 25% and limit the hours of work per year to 1,044 or less;
 Be eligible for a monthly retirement benefit from PERA (vested); and,
 Provide a completed Phased Retirement Agreement form to PERA, along with an Application for PERA-~~

~~Retirement Benefits, prior to the start of employment under PRO.~~

~~Duration~~

~~MCWD PRO agreements with an employee may only be one year in length, but may be renewed annually for up to five years total. At the end of each agreement period, the District Administrator has sole discretion to determine if the offer of a postretirement option position will be renewed, renewed with modifications, or terminated.~~

~~Additional Requirements~~

~~MCWD will report earnings paid to PRO participants to PERA after each pay period, and the amounts are not subject to PERA withholding. No PERA service credit is earned for employment covered under this provision. Current retirees are not eligible to participate in the PRO, which is anticipated to sunset June 30, 2019. MCWD will promptly notify PERA when an employee covered by a PRO agreement ends participation and/or terminates public service.~~

DRAFT

SECTION VII. CODE OF CONDUCT AND CODE OF ETHICS

Conflict of Interest

District employees have an obligation to conduct business within guidelines that prohibit actual, potential or perceived conflicts of interest. This provision establishes only the framework within which the MCWD requires employees to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

Employees must avoid any activity suggesting a conflict of interest between individual private interests and District responsibilities as an employee. When an employee believes the potential for a conflict of interest exists, it is the employee's duty to avoid the situation. Employees must notify their ~~Director~~ **Program Manager** if a conflict of interest or the perception of a conflict of interest exists or may exist. Employees who knowingly fail to avoid or disclose a potential, perceived or actual conflict of interest are subject to disciplinary action, in addition to any criminal penalty associated. Determination of a conflict of interest will be made by the District Administrator, in consultation with the Board of Managers. If a conflict of interest is confirmed, these parties will define a resolution that best represents the interests of the MCWD.

1. Conflict of Interest Determination

Examples of activities which are not in accordance with Minnesota law and these Standards of Conduct include but are not limited to the following. In some cases, further explanation is outlined in Sections VII. A.2 – A.5.

- Use or attempted use of the employee's official position to secure personal benefits, privileges, exemptions or advantages for the employee or the employee's immediate family or an organization with which the employee is associated, which are different from those available to the general public;
- Acceptance of other employment, contractual relationships or compensated consulting activity that will affect the employee's independence of judgment in exercise of official duties, or impair the employee's job performance;
- Actions as an agent or attorney in any action or matter pending before the District, except in the proper discharge of official duties or on the employer's behalf;
- Use of the District purchasing functions for gathering information or purchasing items for non-District use;
- The use of District time, facilities and equipment; District owned or leased property or supplies including badges and uniforms, or District influence of office or employment for the purpose of private or personal financial gain;
- Receipt or acceptance by the employee of any money or anything of value from anyone other than the District for the performance of an act which the employee would be required or expected to perform in the regular course of District employment or as part of the duties as an employee;
- Employment by a business which is subject to the direct or indirect control, inspection, review, audit, or enforcement by the employee;
- The performance of an act in other than the employee's official capacity which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by the employer;
- Knowingly enter into any sale, lease or contract in violation of Minnesota law;
- Acceptance by a District official or employee of any gift from an interested person in violation of Minnesota law;

- Activities which require the official or employee to interpret District codes, ordinances or regulations when such activity involves matters with which the official or employee has business and/or family interest;
- Prohibited political activity as defined in Section VII. 5 – Political Activity; and,
- Improper disclosure of confidential information gained by reason of official capacity or employment; or otherwise using such information for personal gain or the benefit of others.

2. Acceptance of Advantage

No employee of the District in direct contact with suppliers or potential suppliers of the District, or who may directly or indirectly influence the purchase of products, the evaluation of contracted services, or otherwise has official involvement in the purchasing or contracting process may:

- Have any financial interest or have any personal beneficial interest directly or indirectly in contract or purchase orders for goods or services used by or purchased for resale or furnished to the District.
- Accept directly or indirectly from a person, firm, or corporation to whom a contract or purchase order has been or may be awarded, a rebate, gift, money, or anything of value other than items of nominal value. No such employee may further accept any promise, obligation, or contract for future reward.

3. Acceptance of Gifts

Employees of the District in the course of, or in relation to, their official duties, will not directly or indirectly accept money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given and received without the giver receiving consideration or equal of greater value in return. However, the acceptance of any of the following is not in violation of this section:

- Gifts of nominal value;
- Plaques or similar mementos recognizing individual services in a field of specialty or to a charitable cause;
- Payment of reimbursement expenses for travel or meals, not to exceed actual expenses incurred, which are not reimbursed by the ~~Watershed~~ District and which have been approved in advance by the employee's supervisor as a part of the work assignment;
- Honoraria or expenses paid for papers, talks, demonstrations, or appearances made by the public officials or employees on their own time for which they are not compensated by the MCWD.

4. Non-District Use of District Resources

~~A public official or an employee~~ **Employees** will not use or allow the use of MCWD time, supplies, or District owned or leased property and equipment for the employee's private interest or any other use not in the interest of the District, except as provided by law, unless the employee(s) ~~or employees~~ have received prior District Administrator approval for such use and the use is of minimal value.

5. Political Activity

District employees may participate in political or partisan activities of their choosing provided that such activities occur on their own time, separately and apart from their employment with the District.

a) Prohibited Activities:

- 1) Use of District resources and/or property, including buildings for political or partisan activities; 2). Participation in political or partisan activities on District time;
- 2) Conducting political or partisan activities when in a District uniform, or display on clothing any button, badge or sticker relevant to any candidate or ballot issue while performing regular District duties;
- 3) Compelling a person to apply for membership in or become a member of a political organization, or solicitation of contributions for a political or partisan cause while working in an official capacity for the District.

b. Permissible Activities:

- 1) District employees have the right to express their views as members of the public and to pursue involvement in the political system. District employees may support candidates for federal, state, District or other local office by working on behalf of such candidates on their own time.

Confidentiality of Information

As part of your job, you may have access to confidential information. You possess or have access to confidential information because you hold a position of trust at the MCWD. Each employee must observe strict confidentiality in the safeguarding of all confidential business information both during their employment with the MCWD and after they leave employment. Employees and former employees will not disclose confidential information. ~~to relatives, acquaintances, or any other member of the public.~~ Client and Personnel files may contain confidential information and are kept secured when not under the direct supervision of the staff charged with their maintenance.

It is the practice of the MCWD that certain information relating to litigation be held in confidence. It also is the practice of the MCWD that all data declared confidential, private or non-public by the Minnesota Government Data Practices Act is not disclosed. The Act requires that an employee will not knowingly reveal confidential data or protected data on an individual or entity or use confidential or protected data to ~~his/her~~ **their** advantage or the advantage of others. If you do not follow this law, you could cause the MCWD to be liable to persons affected by your unlawful release of data. You could also be found guilty of a misdemeanor if the violation was willful. Unlawful release of data/information and/or improper disclosure of confidential business or personal information is subject to disciplinary action up to and including termination and legal action, even if an employee does not actually benefit from the disclosed information.

Media Response/Relations

No District employee is authorized to speak on behalf of the District without prior authorization from the District Administrator, or ~~his/her~~ **their** designee. For more information on media relations, please see the District Media Relations Policy [here](#).

Solicitation

District employees may not solicit customers or employees for their personal or private interest while on District work time or in relation to their job duties. Occasional collections for employees of sympathy gifts, going-away gifts, get well gifts, and signatures on greeting cards, and charitable fund raising, are excluded from the limitations of this section.

Designated Posting Areas

All official notices will be posted in the designated posting areas, including electronically via the reception area television; and via hardcopy in the copy room. Employees are requested to date any hardcopy material posted in order that official notices may be removed on a timely basis. Official notices will take precedence; otherwise,

all other items to be posted must be approved by the Operations ~~staff~~ and Support Services Director or designee.

Intergovernmental Relations

No legislative position on behalf of the District will be taken without the approval of the Board of Managers.

Indemnification

The MCWD complies with the provisions of [MN Stat. §181.970](#), and will defend and indemnify any of its employees for damages, including punitive damages, claimed or levied against the employee, provided that the employee: 1) was acting in the performance of the duties of the position; 2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith; and 3) has not been indemnified by another person for the same damages, penalties or fines.

~~Respectful Workplace Culture~~ **RESPECTFUL WORKPLACE POLICY**

~~The District is committed to creating and maintaining a respectful workplace atmosphere free of violence, unlawful harassment, discrimination and offensive behavior. The MCWD will not tolerate such behavior by or toward any employee, agent, officer, commissioner or other elected official. An employee found to have violated this provision will be subject to appropriate disciplinary action, up to and including termination. Preserving the District as a respectful environment in which to work is a shared responsibility of both management and employees.~~

~~This practice and procedure applies to all employees and officials of the Minnehaha Creek Watershed District.~~

~~Categories of Disrespectful Behavior~~

~~Behavior that will not be tolerated includes, but is not limited to violent, harassing, discriminatory and offensive behavior:~~

~~Violent Behavior~~

~~Violent behavior includes the use of physical force, harassment or intimidation, or abuse of power or authority when the impact is to control by causing pain, fear, or hurt.~~

~~Discriminatory Behavior~~

~~Discriminatory behavior includes inappropriate remarks about or conduct related to an employee's protected class status; including race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.~~

~~Harassing Behavior~~

~~Unwelcome verbal or physical conduct, including written and electronic communication, directed toward an individual or a group of individuals, which has the purpose or effect of substantially interfering with an individual's work performance or use of public services or creating an intimidating, hostile or offensive working or public service environment.~~

~~a. Offensive Behavior~~

~~Offensive behavior may include such work related actions as rudeness, exclusionary behavior, angry outbursts, inappropriate joking, vulgar obscenities, name calling, disrespectful language, or the intentional filing of an unfounded complaint.~~

~~1). Prohibited behavior also includes requests to engage in illegal, immoral, or unethical conduct or retaliation for making a complaint.~~

~~2). Any person who feels subjected to violent, harassing, discriminatory, or offensive behavior of any kind may feel free to object to the behavior and must report the behavior to his or her supervisor or the Operations and Support Services Director.~~

~~e. Sexual Harassment~~

~~One specific kind of discriminatory and offensive behavior is sexual harassment. Sexual harassment, which can consist of a wide range of unwanted and unwelcome sexually directed behavior, is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:~~

~~i. Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or~~

~~ii. Submitting to or rejecting the conduct is used as a basis for an employment decision affecting an individual's employment; or~~

~~iii. Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.~~

~~Prohibited behavior can include, but is not limited to, unwelcome sexual remarks or compliments, sexual jokes, sexual innuendo or propositions, sexually suggestive facial expressions or body language, kissing, touching, and sexual contact.~~

~~d. Supervisory Responsibility~~

~~Supervisors are required to deal swiftly and vigorously with persons treating others disrespectfully. An employee who engages in inappropriate workplace behavior is subject to discipline, up to and including termination. A supervisor who becomes aware of inappropriate workplace behavior but fails to promptly take action will also be subject to disciplinary procedures.~~

~~e. Reporting Procedure~~

~~Employees who believe they have been treated in violation of this practice, and employees who have witnessed one or more violations of this practice or who are otherwise aware of such violations must immediately report them to their supervisor or the Operations and Support Services Director.~~

~~Upon receiving any report alleging a violation of this practice, the MCWD will conduct an investigation appropriate to the circumstances. To the extent possible, the allegations and investigation will be kept confidential. The alleged victim and any witnesses or persons making reports may be asked to put their reports in writing.~~

~~If the facts are found to support the allegations, the offender will be subject to disciplinary action, up to and including termination, depending on the circumstances and severity of the conduct. The MCWD will keep a complete record of the nature of the complaint, its investigation, and any action taken.~~

~~Anyone who makes a false complaint of a violation of this practice, or anyone who gives false information during an investigation may also be subject to disciplinary action, up to and including termination.~~

~~The MCWD will not in any way retaliate against an individual who makes a report of violence, harassment or discrimination, nor permit any employee to do so. Retaliation is a serious violation of this practice and should be reported immediately. Any person found to have retaliated against an individual for reporting objectionable behavior will be subject to the same disciplinary action provided for offender(s).~~

~~If an investigation results in a finding that the complainant falsely accused another of violence, harassment, or discrimination knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, including the possibility of termination.~~

The intent of this policy is to provide general guidelines about conduct that is, and is not, appropriate in the workplace and other District-sponsored social events.

The District acknowledges this policy cannot possibly predict all situations that might arise, and also recognizes that some employees can be exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Applicability

Maintaining a respectful work environment is a shared responsibility. This policy is intended to express to all the expectations of the MCWD for respectful workplace conduct both in the workplace and other District sponsored social events.

Abusive Customer Behavior

While the District has a strong commitment to customer service, the District does not expect employees to accept verbal and other abuse from any customer.

An employee may request that a Program Manager, Director, or the District Administrator intervene when a customer is abusive, or the employee may defuse the situation themselves, including professionally ending the contact.

If there is a concern about the possibility of violence, the individual should use their discretion to call 911, and as soon as feasible a Program Manager, Director or the District Administrator. Employees should leave the area immediately when violence is imminent. Employees must notify their Program Manager about the incident as soon as possible.

Types of Disrespectful Behavior

The following behaviors are unacceptable and therefore prohibited, even if not unlawful in and of themselves:

- Violent behavior:
 - includes the use of physical force, harassment, bullying or intimidation.
- Discriminatory behavior:
 - includes inappropriate remarks about or conduct related to a person's legally protected characteristic such as race, color, creed, religion, national origin, disability, sex, gender, pregnancy, marital status, age, sexual orientation, gender identity, or gender expression, familial status, or status with regard to public assistance.
- Offensive behavior:
 - may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disparaging language, or any other behavior regarded as offensive to a reasonable person based upon violent or discriminatory behavior as listed above. It is not possible to anticipate in this policy every example of offensive behavior.

Accordingly, employees are encouraged to discuss with their fellow employees and their Program Manager what is regarded as offensive, considering the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the District, there may be differences between Programs about what is appropriate in other circumstances unique to a Program.

If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from Human Resources, their Program Manager, a Director, or the District Administrator.

- Sexual harassment:
 - can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
 - Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- Sexual harassment includes, but is not limited to, the following:
 - Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
 - Verbal or written abuse, kidding, or comments that are sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others. The harassment policy applies to social media posts, tweets, etc., that are about or may be seen by employees, customers, etc.
 - Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

Names and Pronouns: Every employee will be addressed by a name and by pronouns that correspond to the employee's gender identity. A court-ordered name or gender change is not required.

Employee Response to Disrespectful Workplace Behavior

All employees should feel comfortable calling their Program Manager, Human Resources, a Director or the District Administrator to request assistance should they not feel comfortable with a situation. If situations involve violent behavior call the police, ask the individual to leave the area, and/or take other reasonable action.

If employees see or overhear what they believe is a violation of this policy, employees should advise Human Resources, their Program Manager, a Director or the District Administrator promptly.

Employees who believe disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. If there is a concern about the possibility of violence, the individual should use their discretion to call 911, and as soon as feasible, their Program Manager. In the event the disrespectful behavior occurring involves the employee's Program Manager, the employee should contact Human Resources or the District Administrator.

Step 1(a). If you feel comfortable doing so, professionally, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions.

Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your Program Manager, Human Resources, a Director or the District Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter.

In some situations, such as with an offender from the public it is preferable to avoid one on one interactions. Talk to your Program Manager about available options to ensure there are others available to help with transactions with the offender.

Step 1(c). The District urges conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate. It is vitally important you notify your Program Manager promptly of your concerns. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it promptly to their Program Manager, Human Resources, a Director or the District Administrator.

Step 2. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to Human Resources or the District Administrator.

Program Manager's Response to Allegations of Disrespectful Workplace Behavior

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

In the case of sexual harassment or discriminatory behavior, a Program Manager must report the allegations promptly to the District Administrator, who will determine whether an investigation is warranted. A Program Manager must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, Program Managers will use the following guidelines when an allegation is reported:

Step 1(a). If the nature of the allegations and the wishes of the victim warrant a simple intervention, the Program Manager may choose to handle the matter informally. The Program Manager may conduct a coaching session with the offender, explaining the impact of their actions and requiring the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 1(b). Program Managers, when talking with the reporting employee will be encouraged to ask him or her what he or she wants to see happen next. When an employee comes forward with a disrespectful workplace complaint, it is important to note the District cannot promise complete confidentiality, due to the need to investigate the issue properly.

However, any investigation process will be handled as confidentially as practical and related information will only be shared on a need to know basis and in accordance with the Minnesota Government Data Practices Act and/or any other applicable laws.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. Formal investigations will be prompt, impartial, and thorough.

The person being interviewed may have someone of their own choosing present during the interview. Typically, the investigator will obtain the following description of the incident, including date, time and place:

- Corroborating evidence.
- A list of witnesses.

- Identification of the offender.

To facilitate fostering a respectful work environment, all employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment.

Step 3. The Program Manager must notify the District Administrator about the allegations (assuming the allegations do not involve the District Administrator). For more information about what to do when allegations involve the District Administrator, see “Special Reporting Requirements” below.

Step 4. In most cases, as soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations, and the alleged violator will have the opportunity to answer questions and respond to the allegations. The District will follow any other applicable policies or laws in the investigatory process.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable and to the extent permitted by the Minnesota Government Data Practices Act.

Step 7. The District will take reasonable and timely action, depending on the circumstances of the situation.

Special Reporting Requirements

When the Program Manager is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the District Administrator who will determine how to proceed in addressing the complaint as well as appropriate discipline.

If the District Administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the Board of Managers President, regarding appropriate investigation and action.

If a Board Manager is perceived to be the cause of a disrespectful workplace behavior incident involving District personnel, the report will be made to the District Administrator.

In cases such as these, it is common for the Board of Managers to authorize an investigation by an independent investigator (consultant). The independent investigator will report their findings to the Board Managers. The District will take reasonable and timely action, depending on the circumstances of the situation.

Pending completion of the investigation, the District Administrator may at their discretion take appropriate action to protect the alleged victim, other employees, or citizens.

If an appointed member of the Board of Managers or a committee volunteer is the victim of disrespectful workplace behavior, the District’s legal council will be consulted as to the appropriate course of action.

Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person’s name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees’ personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

Retaliation

Retaliation is strictly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Individuals who report harassing conduct, participate in investigations, or take any other actions protected under federal or state employment discrimination laws will not be subject to retaliation.

Retaliation is broader than discrimination and includes, but is not limited to, any form of intimidation, reprisal or harassment. While each situation is very fact dependent, generally speaking retaliation can include a denial of a promotion, job benefits, or refusal to hire, discipline, negative performance evaluations or transfers to less prestigious or desirable work or work locations because an employee has engaged or may engage in activity in furtherance of EEO laws.

It can also include threats of reassignment, removal of supervisory responsibilities, filing civil action, deportation or other action with immigration authorities, disparagement to others or the media and making false report to government authorities because an employee has engaged or may engage in protected activities. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

If you feel retaliation is occurring within the workplace, please report your concern immediately to any of the following:

- Human Resources
- Your Program Manager
- A Director
- District Administrator
- In the event an employee feels retaliation has occurred by the District Administrator or the Board of Managers, then reporting may be made to the District's legal counsel.

Program Managers who have been approached by employees with claims of retaliation will take the complaint seriously and promptly report the allegations promptly to the District Administrator, or if the complaint is against the District Administrator to the District's council, who will decide how to proceed in addressing the complaint.

Consistent with the terms of applicable statutes and District personnel policies, the District may discipline any individual who retaliates against any person who reports alleged violations of this policy. The District may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations.

I. Code of Conduct

To ensure orderly operations and provide the best possible work environment, the MCWD expects employees will behave in a professional manner and abide to District practices, supervisory directions and generally accepted practices of conduct that will protect the interest and safety of all employees and the organization.

1. General Conduct Expectations

The MCWD has the following general expectations with regard to your work conduct:

- You will treat all MCWD employees, Board members, consultants, members of the public and others engaged in District business with dignity and respect and in accordance with District practices and state and federal laws regarding discrimination and harassment;
- You will be regular and punctual in your attendance;
- You will obtain the approval of the District Administrator for the loan, sale, or transfer of MCWD property;
- You will report any damage to MCWD property to the appropriate supervisor immediately;
- You will comply with applicable safety practices and requirements, such as the wearing of personal protective equipment and report all personal injuries incurred on the job;
- You will confine your lunch break and other breaks to the prescribed time limits and periods set by the MCWD and/or your supervisor; you will report work hours accurately;
- You will not solicit or distribute literature during working time or in work areas (not including lunch or break periods) without prior approval;
- You will perform assigned work and follow reasonable requests of your supervisor and the District Administrator;
- You will refrain from bringing gaming devices, intoxicants, controlled substances, explosives, firearms or other weapons to District property; and,
- You will follow all federal state and local laws and ordinances while conducting District business.

2. Unacceptable Conduct

Examples of unacceptable employee conduct include, but are not limited to:

- Conduct unbecoming an employee, which is illegal, unethical, disrespectful, or otherwise, impairs job performance or causes discredit to the organization;
- Insubordination;
- Unauthorized use of a company credit for personal expenses, even if reimbursed;
- Deception in securing employment;
- Falsification of organization records;
- Unauthorized or excessive absences, tardiness or abuse of leave privileges;
- Unauthorized duplication of computer software;
- Unauthorized distribution of confidential information, including litigation records;

- Unauthorized release or destruction of government data protected under the Minnesota Government Data Practices Act;
- Performing extensive personal work during work hours;
- Intoxication or personal possession or use of intoxicants or controlled substances on the MCWD property;
- Gambling or possessing unauthorized or illegal gaming devices on MCWD property;
- Possession of firearms, explosives or other weapons on MCWD property at any time without proper authorization;
- Deliberate acts on MCWD property which result in, or could result in, destroying or defacing MCWD or another employee's property or inflicting bodily injury to a fellow employee; and,
- Instigating, encouraging, or participating in any form of work slowdown or stoppage.

The above list is not intended to cover every situation that may arise but merely to identify areas of special concern. An employee's failure to meet these expectations will result in discipline, up to and including immediate termination.

DRAFT

SECTION VIII: SAFETY

The health and safety of each employee of the District and the prevention of occupational injuries and illnesses are of primary importance. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety practices and procedures. Adherence to these practices is the responsibility of each employee. Overall safety administration is the responsibility of each supervisor.

Job descriptions of each position will contain, as required, the conditions of employment that relate to safety procedures necessary to ensure the safety of the employee, co-workers, and the public. The District will comply with occupational safety and health standards and regulations promulgated pursuant to the [MN Occupational Safety and Health Act of 1973](#) and [MN Stat. §182.655](#), [Employee Right-To-Know Act](#) which requires employers to evaluate their workplace for the presence of hazardous substances, harmful physical agents, and infectious agents and to provide training to employees concerning those substances or agents to which employees may be exposed. Written information on hazardous substances, harmful physical agents or infectious agents must be readily accessible to employees or their representatives.

District Safety Program

The District retains a safety consultant responsible to continuously maintain a comprehensive Safety Program in accordance with OSHA, state and local requirements. To review materials related to the Safety Program, contact the Operations and Support Services Director.

Reporting Work Related Illness and Injuries

You are to **immediately** report all work-related injuries or illnesses to your supervisor **Program Manager and/or Human Resources** (no matter how minor).

If a supervisor **your Program Manager** is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify his/her Director **their Program Manager or Operations staff** of the action taken. In the case of a serious emergency call 911.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor **their Program Manager** and make arrangements for a medical appointment. The supervisor **Program Manager** will facilitate completion of a First Report of Injury form for the Workers' Compensation Insurance of the MCWD. Upon submission of the report, the Director **Operations staff** will conduct an investigation of the incident and document these findings. on the "Director's Investigation Report."

Safety Equipment/Gear

Where safety equipment is required by federal, state or local practices and regulations, it is a condition of employment that such equipment be worn by the employee.

Unsafe Behavior

Directors **Program Managers** are authorized to send an employee home immediately when the employee's behavior violates the District's human resource practices and procedures, department practices or creates a potential health or safety issue for the employee or others.

Worker's Compensation

Compensation for a work-related injury or illness, as well as procedures to return to work will be made in accordance with the provisions of the MCWD Workers' Compensation Program as well as state and federal laws. Proper notification must be given to your supervisor **Program Manager** of the expected duration of all

such absences. You will be required to provide a release from a physician upon your return to work. The MCWD reserves the right to require you to be seen and evaluated by a physician of the MCWD's choice.

DRAFT

SECTION IX: APPENDIX

Drug and Alcohol Abuse Policy

Purpose

Drug and alcohol misuse can endanger the Minnehaha Creek Watershed District's (MCWD's) employees and/or the public, can adversely affect MCWD's mission, and can jeopardize MCWD's reputation and operations. This policy is intended to improve service and safety, encourage employees to seek help for drug or alcohol problems, and explain MCWD's drug and alcohol testing program.

Scope

This policy applies to all employees of the MCWD.

Nothing in this policy constitutes a waiver of MCWD's policy of At-Will employment, under which it may terminate employees at any time with or without cause and with or without notice. This policy does not limit MCWD's right to implement other reasonable measures to maintain safety in the workplace. Failure to comply with this policy shall constitute just cause for disciplinary measures up to and including discharge, subject to the terms and conditions provided herein.

Standards of Conduct

Drugs: While on MCWD time, present on MCWD premises, or operating MCWD machinery or equipment, employees may not possess, use, buy, sell, dispense, distribute, manufacture, transfer, transport, or be under the influence of illegal drugs, or use prescription drugs in an unauthorized manner. Engaging in any illegal or unauthorized use of drugs at any time while on duty is prohibited.

“Drugs” include any “controlled substance” as defined in Minn. Stat. § 152.01, subd. 4, and also includes all cannabinoids, including those that are lawfully available for public consumption that do not otherwise qualify as being a “controlled substance” as defined in Minn. Stat. § 152.01, subd. 4. The fact that cannabinoids may be lawfully purchased and consumed in some circumstances does not permit any employee to possess, use, buy, sell, dispense, distribute, manufacture, transfer, transport or be under the influence of cannabinoids while on MCWD time, present on MCWD premises, or operating MCWD machinery or equipment. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use in certain circumstances.

This prohibition does not apply to prescription or over-the-counter medications taken by employees that have been lawfully prescribed to, or obtained by, the employee, and taken in a manner consistent with medical instructions.

Alcohol: Employees may not report to work or remain on duty after consuming alcohol in any amount that adversely affects their job performance.

Refusal to Cooperate: Employees are prohibited from adulterating or substituting or attempting to adulterate or substitute any specimen submitted for testing under this policy, from otherwise obstructing or attempting to obstruct the collection, testing or medical review processes, and from refusing to promptly cooperate in testing required by this policy. Employees have the right to refuse testing required by this policy, but they may be disciplined for doing so. Such discipline may include any disciplinary measures permitted by law, including discharge.

Voluntary Requests for Assistance: MCWD encourages all employees who may need assistance with alcohol or drug problems to contact Human Resources, their insurance assistance program, or community-based programs before they become subject to discipline for violating this or other MCWD policies. MCWD will support, assist and accommodate such employees to the extent required by law. Human Resources will refer such employees to counseling and treatment providers and help employees utilize any available employee benefits. Employees will not be disciplined because they request such assistance. Employees may not escape discipline, however, by requesting such assistance after they violate MCWD's policies or are notified of their selection for drug and/or alcohol testing, nor will such requests excuse employees from compliance with MCWD's policies, including its standards for employee performance and conduct.

Confidentiality: MCWD shall keep test results, drug or alcohol abuse and treatment records, medical records and medical history information, and other information and/or documents acquired through testing confidential as required by law. Such information shall be maintained in secure confidential files separate from normal personnel files.

Drug and alcohol testing information may be disclosed to MCWD's managers, supervisors, attorneys, and clients on a need-to-know basis, and will be disclosed where relevant to arbitrations, claims, charges, lawsuits, and other legal proceedings against MCWD, or as required or otherwise permitted by law. Employees may obtain copies of their own results and own medical records upon written request and payment of a copying charge.

Drug Testing Program

All testing provided for herein will be conducted by a testing laboratory which meets all certification requirements identified by applicable law. The testing laboratory shall conduct a confirmatory test on all samples that produced a positive test result on an initial screening test before any adverse employment action is taken based on any positive test result, including disciplinary action against any employee.

Types of Testing

Post-Accident: Employees are subject to drug and alcohol testing if they have sustained a personal injury arising out of and in the course of employment, have caused another employee to sustain such an injury, have caused a work-related accident, or have operated or helped to operate machinery, equipment, or vehicles while such machinery, equipment, or vehicles were involved in a work-related accident.

Reasonable Cause: Employees are subject to drug and alcohol testing if MCWD has a reasonable suspicion, based on the employee's job performance, appearance, behavior, body odors, speech, or any other factors, that they are using or possessing drugs or alcohol in violation of this policy.

Treatment Program: If an employee has participated in a chemical dependency treatment program pursuant to this policy or under an employee benefit plan, MCWD retains the right, at its sole discretion, to require the involved employee to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

Consequences

MCWD retains the right to impose all disciplinary measures permitted by law where a MCWD employee has submitted a positive drug testing sample. These measures may include discharge.

If an employee submits a positive sample which is confirmed by a confirmatory positive test result, the employee will be offered the opportunity to participate, at the employee's own expense or under the employee's benefit plan (if available), in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by MCWD after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency.

A first confirmatory positive test result will not be a basis for discharge unless the employee who tests positive has failed to participate in a drug or alcohol counseling or rehabilitation program or to complete it successfully, but a first confirmatory positive test result may be the basis for other disciplinary action. Subsequent positive test results may result in disciplinary action up to and including discharge.

If an employee's initial test result is positive and the confirmatory test has not yet been performed, or a confirmatory retest has been requested, MCWD reserves the right to suspend the employee pending the results of the confirmatory test, if MCWD reasonably believes that the suspension is necessary to protect the employee, the employee's coworkers, or the public. If the confirmatory test comes back negative (or if a confirmatory retest is negative), the employee shall be reinstated with back pay.

The terms and conditions provided for above shall not restrict MCWD's ability to discipline employees for misconduct, including but not limited to assault, destruction of property, or disrespect toward a supervisor, manager or client, which occurs at a time the employee is under the influence of drugs or alcohol. Such discipline may include discharge. The terms and conditions above only restrict MCWD's ability to institute discipline for the submission of a positive drug testing sample.

Crimes Involving Drugs

Employees who are convicted of, plead guilty to, or are sentenced for a crime involving the use or possession of illegal drugs must report the conviction, plea or sentence to their manager or Human Resources within five (5) days after such conviction, plea or sentence. MCWD may take disciplinary and/or other appropriate action, up to and including discharge, when an employee is involved in any crime that damages MCWD's operations or reputation.

Revisions

This policy will be revised to comply with the requirements of applicable law and may be revised from time to time at MCWD's discretion. Affected employees will be given notice of such changes.

Recognition Policy for Employees

1. Purpose and Intent

- A. This policy is intended to set forth the objective of the Minnehaha Creek Watershed District's Recognition Program and to provide for the expenditure of public funds as necessary to achieve these objectives.
- B. The Minnehaha Creek Watershed District has adopted a watershed management plan that reflects an evolution to a program that derives from a more careful and active consideration of the MCWD's role and the roles of other public and private interests in the realm of water resource protection and sees its purposes not only as securing water resource benefits for the public, but also facilitating similar efforts by others. The MCWD has also adopted Resolution 17-007, a Strategic Alignment Plan, emphasizing a mission-driven approach to the District's work, and also adopted a human resources plan which emphasizes a commitment to excellence through alignment with mission, successful teamwork and collaboration with public and private partners
- C. Having set high standards for achievement and excellence within the District, the objective of the Program is to acknowledge and recognize valuable service and contributions to the District's mission as a means to recruit and retain quality and highly talented employees, board managers, volunteers and partners as necessary and critical in achieving the goals and long term success of the organization.

2. Categories of Recognition and Awards

A. *Employee Years of Service Anniversary Awards*

- a. Employees eligible for recognition under this section are regular full-time and part-time District employees. Seasonal employees are not eligible.
- b. Employees shall be presented with a certificate recognizing their years of service at the completion of five (5) years of service and upon every five years of additional service thereafter. The certificate shall be signed by the District Administrator and President of the Board of Managers.
- c. The District may purchase a gift for an employee upon completion of ten (10) years of service and upon every five years of additional service thereafter. The gift must be an item of tangible personal property such as a plaque or other reasonable and appropriate item for his recognition, and may not be a gift card, gift certificate or other item of cash value.

B. *Recognition of Employee Achievement*

- a. Employees eligible for recognition under this section are regular full-time and part-time District employees. Seasonal employees are not eligible.
- b. An Employee may be nominated by staff member, volunteer, board member or community partner for their outstanding achievement in completion of a long-standing project (internal or external) that significantly advances the organization's goals. Nominations are accepted throughout the year and awarded as deemed appropriate. Recipients are determined by the District Administrator and Board President.
- c. Employees receiving recognition for achievement shall be presented with a certificate signed by the District Administrator and President of the Board of Managers.
- d. The District may purchase a gift for an employee receiving an achievement award. The gift must be an item of tangible personal property such as a plaque or other reasonable and appropriate item for the achievement and may not be a gift card, gift certificate or other item of cash value.

C. Recognition of Employee Retirement

- a. Employees eligible for recognition under this section are regular full-time and part-time District employees. Seasonal employees are not eligible. Retirement, for the purposes of this policy, shall be defined as meeting the qualifications for retirement under the rules of the Minnesota Public Employee Retirement Association (PERA).
- b. A retiring employee shall be presented with a certificate signed by the District Administrator and President of the Board of Managers.
- c. Employees retiring from the District may receive a gift commemorating their retirement. The gift must be an item of tangible personal property such as a plaque or other reasonable and appropriate item for this recognition, and may not be a gift card, gift certificate or other item of cash value.

DRAFT

TENNESSEN WARNING FOR APPLICANTS AND EMPLOYEES

In accordance with the Minnesota Government Data Practices Act, the Minnehaha Creek Watershed District (District) must inform you of your rights as they pertain to the private information collected from you. The District is asking you to provide information, including information classified as public (anyone can obtain it), private (the public may not access it, but you can) and confidential (even you cannot see the information). Much of the data the District obtains and maintains about you is public according to Minnesota Statutes section 13.43, subdivisions 2 and 3.

Information which you will be asked to provide to the District as part of application for or employment with the District is considered private data includes, but is not limited to:

- home address
- home phone number
- Social Security number
- date of birth
- conviction record
- sex
- age group
- racial/ethnic group
- disability type

The information the District requests from you may be used for one or more of the following purposes:

- To distinguish you from other applicants or employees and identify you in District personnel files;
- To determine your eligibility for employment or promotion;
- To enable us to contact you when additional information is required, send you notices, and/or schedule you for interviews;
- To enable us to contact you or your designees (e.g., parent, spouse) in an emergency;
- To determine whether or not your conviction record may be a job-related consideration affecting your suitability for the position you applied for;
- To determine if you meet the minimum age requirement (if any);
- To enroll you and/or your family members in the District health insurance plan;
- To account for wages paid;
- To justify travel expense reimbursement;
- To account for other employer-paid benefits;
- To compile Equal Opportunity and Affirmative Action reports;
- To enable us to ensure your rights to equal opportunities.

If you are hired by the District, you will be legally required to supply your Social Security number and all applicable tax information. This information will be sent to federal and state tax authorities and to the federal Social Security Administration and will enable us to compute your salary deductions. The collection of your Social Security number on tax forms is mandated by section 1211 of the Tax Reform Act of 1976 and also Minnesota Statutes section 270.66. This information will be shared with the state Department of Revenue and the Internal Revenue Service. In most other cases the disclosure of your Social Security number is voluntary.

The information you provide may be shared with the District payroll services providers, insurance contractors, the Public Employee's Retirement Association, the federal Internal Revenue Service, and the state departments of Revenue, Finance, Economic Security, Employee Relations and Labor and Industry.

Insurance data which you will be required to furnish in order to participate in District health and life insurance plans will be classified as private as will payroll deduction data.

In addition to District management, District counsel may be given access to private information you provide.

Information may also be shared with other entities authorized by law to receive specific data related to:

- Absent/non-supportive parents;
- Civil/human rights complaints;
- Worker's Compensation;
- Unemployment Compensation;
- Labor contracts (to the extent specified in Minnesota Statutes chapter 179);
- Employee assistance programs;
- Child/vulnerable adult abuse.

Private information may also be released if required by a court order.

If you have any questions about this notice, the Operations and Support Services Director ~~staff~~ will explain it to you.

MCWD CRIMINAL CONVICTION POLICY

Purpose

Criminal conviction of Minnehaha Creek Watershed District's (MCWD's) employees can relate directly to the qualification of MCWD employees for the positions they hold. A conviction can endanger MCWD's employees and/or the public, can adversely affect MCWD's mission, and can jeopardize MCWD's reputation and operations. This policy is intended to explain MCWD's policy requiring reporting of criminal convictions.

Scope

This policy applies to all employees of MCWD, as well as applicants for employment who have received a conditional offer of employment.

Nothing in this policy constitutes a waiver of MCWD's policy of At-Will employment, under which it may terminate employees at any time with or without cause and with or without notice. This policy does not limit MCWD's right to implement other reasonable measures to maintain safety in the workplace or to ensure that its employees are qualified for their positions. Failure to comply with this policy shall constitute just cause for disciplinary measures up to and including discharge, subject to the terms and conditions provided herein.

Employee convictions

Any employee who is convicted of, or pleads guilty to any felony or gross misdemeanor, must report such plea or conviction to his or her ~~Director~~ **Program Manager** as soon as possible, but no later than five business days following the plea or conviction. This requirement specifically includes crimes involving the use or possession of illegal drugs and crimes involving the use of a motor vehicle, including driving under the influence. Information received by the MCWD about such convictions will be used only as permitted under applicable law.

CONSENT TO CRIMINAL BACKGROUND HISTORY

Explanation of Your Rights as Data Subject

- You have the right to choose what data the Minnehaha Creek Watershed District (District) releases. You can authorize the release of all, some or none of the data described below. Before you consent to the release of the data by the District, you should review the data to which this consent applies.
- You have the right to authorize the District to release the data to all, some or none of the persons or entities listed below. You can choose which persons or entities receive the data and which data they receive.
- You have the right to ask the District to explain the consequences of your consenting to the release of the data.
- You may withdraw your consent to the release of the data at any time. Withdrawal of your consent will not affect any prior release of the data.

If you have questions about this consent form or would like further explanation, please contact **Operations**. David Mandt, Data Practices Compliance Officer, 952-471-0590, ext. 204; dmandt@minnehaha.org.

I, [DATA SUBJECT], authorize the Minnehaha Creek Watershed District to release data about me described below to [NAME OF INDIVIDUAL(S) OR ENTITY(IES) SEEKING DATA]. My decision to permit the release of the data was made voluntarily.

The data to be released are:

The data are to be release to: [EXPLANATION OF THE PURPOSE FOR WHICH THE DATA ARE TO BE RELEASED]

I understand that I am consenting to release of data about me that are protected under state and/or federal privacy laws and cannot be released without my consent. I release the District, its managers, employees and assigns from any and all legal liability for releasing the data described herein. I also understand that I may revoke this consent at any time, except that such revocation will have no effect on prior authorized releases.

[SIGNATURE OF DATA SUBJECT]

[NAME OF DATA SUBJECT]

[PARENT OR GUARDIAN (FOR MINORS)]

ACKNOWLEDGMENT OF RECEIPT AND TERMS OF HANDBOOK

I acknowledge receipt of a copy of the MCWD Employee Handbook. I understand that the Handbook is not intended to be a contract but is provided as a general explanation of practices which the MCWD uses as guidelines. I further understand that the MCWD reserves the right to change or modify the terms and conditions set forth at its sole discretion without prior knowledge or agreement by employees.

I have entered into my employment relationship with the MCWD voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the MCWD can terminate the relationship at will, with or without cause, at any time, with or without notice. No provision of the Handbook implies a contract or guarantee of continuing employment with the MCWD or employment for any specific length of time. The at-will basis of employment of any employee cannot be changed or modified, either expressly or implied, by anyone except the District Board of Managers.

I understand that I am responsible to know the contents of the Handbook.

The Handbook supersedes any and all prior oral and/or written procedures, regulations, commitments and practices of the MCWD.

Employee Signature

Date

Please return this signed form to Operations ~~staff~~ and Support Services within two business days of signature date above