**Mille Lacs**

**Soil & Water Conservation District**

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*It is the mission of the Mille Lacs Soil and Water Conservation District to assist area people with soil and water resource management.*

**Employee Handbook**

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ARTICLE I: EMPLOYMENT POLICY RESOLUTION

Amended and adopted by the Mille Lacs Soil and Wate r Conservation Distr ict Board of Supervisors on 1/14/20 15 .

WHEREAS, it is the intent of the Board of Supervisors of the Mille Lacs Soil and Water Conservation Distric t to adopt employment poli c ies to apply to all distr ic t employees in order to assure maximum servic e to the taxpayer, and at the same time provide uniform employment rules and regula tions which are fair and equitable for all distric t employees,

BE IT RESOLVED, that the following employment terms, conditio ns and definitio ns constitute the employment polic ie s of the Mille Lacs Soil and Water Conservation District and apply to all dis trict

e mployee s except tho se who are subject to state regulatio ns, union contracts, or otherwise specificall y excepted within the provisions of the se policies; and

BE IT FURTHER RES OLVED, that each new employee on the first day of his/her employment, shall receive a copy of thi s manual, and shall have each article explained to his/her satisfaction. His/her acknowledgement of the existence of these policies will be attested to by the employee's signature and date on the attached statement, and

BE IT FURTHER RESOLVED , that the effective date of these emplo yme nt policies is 1/14/2015 and that any existin g employment policies of the Mille Lacs Soil and Water Conservation District are

superseded by these emplo yment policies, and

BE IT FURTHER RESOLVED, that the attached document be known and called "Mille Lacs So il and Water Conservatio n District Employm ent Policy" and that the original document shall be on file in the

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Date:

Updated I / 14/2015 P age 5

# EMPLOYEE HANDBOOK ARTICLE II: EMPLOYMENT POLICY

This Handbook is designed to provide employees with information on the employment policies of the Mille Lacs Soil and Water Conservation District. These policies were adopted by the Mille Lacs Soil and Wate r Conservation District Board of Supervisors in order to provide the best service to the

taxpayer and at the same time, fair and equ itabl e treatm ent for all District Employees.

1. SCOPE AND PURPOSE

This document should not be construed as a binding employment contract or an offer of employment conditions other than those of an at-will employee. All employees are employe d at-will and the employer has the right to terminate an employee. The policies stated in this document are general in nature and the employer may alter or apply its policies to a specific situation in any manner it deems approp riate. The employer rese rves the right to change these policies or otherwise alter conditio ns expressed in thi s document without notice as the employer deems appropriate. The employer retains the right to perform any inherent managerial function not specifically limited by this policy. The benefits set forth in this policy can only be altered by the employer, board, or its designated representative. All alterations shall be in writing. The employer has the right, in its sole disc retion , to apply or not apply the policies or procedures contained in this personnel policy, depending on the facts and circumstances of each case. The personnel policy is as complete as the employer can reasonably make it. It is not necessarily all-inclusive because of circumstances that the employer does not anticipate may arise.

Cunently unanticipated circumstances may wanant actions or conduct not stated in the personnel policy.

1. SAV INGS CLAUSE

If any of these Policies shall be held invalid by judicial or leg is lative action, the remainder of these Policies, other than that which has been held invalid, shall not be affected.

1. ADOPTION OF THIS POLICY

This Perso nnel Policy has been adopted by the Mille Lacs So il and Water Conservation Dis tri ct, Reso lu ti o n passed on 1/14/2015. In passing this motion, the SWCD Board of Supervisors is hereby revoking and rescindin g the prior Personnel Policy.

If you have any que s tions or suggestions about these policies, feel free to discuss them with the District Board.

ARTICLE III: RESPONSIBLE AGENCIES

The Mille Lacs Soil and Water Conservation Distric t (SWCD) Board of Supervisors is respons ible for its emplo yees. Co nservation Distric t employees can be placed under technical s upervision of the NRCS employees for those activities requiring assistance of the type normally provided by NRCS. In these

situations, NRCS management is to require that NRCS standards and specification s be followed. Conservation Dis tri ct employees performing activities normally considered the res ponsibility of conservation dis tric ts should be reminded by NRCS manage ment to seek direction from the D is trict governin g body. Scheduling of admini strative business and District programs must be coordinated with technical work and must be accomplished through consultation with NRCS personnel.

ARTICLE IV: EMPLOYMENT CLASSIFICATION

1. EQUAL EMPLOYME NT OPPORTUNITY

It is the policy of the District to prohibit discrimination in employment on the basis of race, color, creed, religion, national origin, sex, age, disability, and sexual orientation, marital or financial statu s. The

Distric t's Equal Opportunity Policy will be used as the base in all aspects of personnel policy and practic e in the employme nt, development, promotion and treatment of employees of the D is tric t.

1. AMERICANS WITH DISABILITIES ACT (ADA)

SWCD is committed to complying with all applicable provisions of the Americans with Disab ilities Act ("ADA"). It is SWCD' s policy not to discrimin ate against any qualified emplo yee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disab ility so long as the employee can perform the essential function s of the job. Consistent with this policy of nondisc rimination , SWCD will provide reasonable accommodations to a qualified individual with a disability , as defined by the ADA, who has made SWCD aware of his or her disabili ty, provided that such accommodation does not constitute an undue hard ship on SWCD.

Employees who believe they need a reasonable accommodation to perform the essential functions of their job due to a disability should contact the District Administrator. SWCD enco urages ind iv idual s with disa bilities to come forward and request reasonable accommodation.

1. VETERA NS' PREFERENCE

It is the policy of the District as an employer to abide by the provisions of Minneso ta Statute, Section 43A.11, as made applicable to Districts under Minnesota Statute, Section 197.455 .

1. TYPES OF EMPLOYMENT

For the purpose of this perso nnel policy, the definition of Employee is any person appointed or

emplo yed by the District with the exception of any elected officia ls of said District unless statutorily excluded.

There may be six (6) classifications of emplo yees in the d is tric t: reg ular full-time , regular part-time, te mporary part-tim e, and int ermitt ent emplo yees .

* 1. Reg ular full-time hourly: A regular full-tim e hourly emplo yee is a perso n hired to fill a Board approved fu ll-tim e position and works a minimum (or equivalent) of eight (8) hours per day, fifty­ two (52) weeks per yea r, who fulfills the probationary period and works a 2080 hour work year, less earned vacation and sick leave benefits and is entitled to benefits provided by the District and/or County.
	2. Regular full-time salaried: A regular fu ll-time salaried employee is a person hired to fill a Board approved fu ll- time position and works an equivalent of 40 hours every week, who ful fills the probationary period and works a 2080 hour work year, less ea rned vacation and sick leave benefit s and is entitled to fr inge benefits provided by the D istric t and/or County.
	3. Regular part-time: An employee who is scheduled to work on a regular and rec urrin g schedule of less than 80 hours per 2 week pay period, as designated by the Mille Lacs Soil and Water Conservation District Board of Supervisors, whose employmen t fulfills a specific assignment that exceeds ninety (90) days duration and earns leave benefits on a pro-rated basis accord ing to the vacation, sick leave and holiday schedule.
	4. Temporary: A temporary employee is an employee who is compe nsated at an hourly ra te for the ac tual numb er of ho urs worked, on eithe r a full or part-time basis, receives no fringe benefits of any kind , and whose employment fulfills a specific assignment, not to exceed 186 consecutive days (6 months) duration.
	5. Probationary: A newly hir ed, newly transfen-ed or newly promoted employee who has not yet co mpleted the six month probation period in their cmTentposition.
	6. Intermittent: An employee who works whenever needed on a schedule which cannot be predicted in advance and receives no fringe benefits of any kind.

ARTICLE V: SELECTION OF CAND IDATES *I* HIRING PROCEDURE

1. AUTHORIZATION BY DISTRICT BOARD

All position openings, regardless of emplo yment statu s or whether the position opening is a replacement or a new position, shall be subject to review and approval by th e D is trict Board. Such review and approval shall extend thro ughout the year and be in addition to the review and approval authority ves ted with the District Board as a part of the budget process and in establishing any other personnel complement for the District. The District Board may req uest the District Administrator to provide such inform ation as would be needed in determining the proper classification and compensation of such a position opening and to determine the economic impact of approving or denying the reque st for the

position opening.

1. NOTIFICATION OF OPENING
	1. PROCESS: The District Board shall be no tified when a vacanc y ex is ts or when a ne w position is desired. The District Administrator shall prepare the request and review

recommendations with the District Board or a standing committee of the District Board.

* 1. CONTENT: Upon authorization to fill a replacement or a new opening, the Distri c t Admini strator shall prepare a "Notice of Position Opening". This notic e shall include the description of responsibilitie s and duties of the position, status as either full-time or part -time,

the application period and deadline for submi tting applications and how to apply for the position opening.

* 1. POSTING: The position shall be posted and advertised on a bulletin board designated by the District for purposes of displayin g position vacancy notice s and may also be forwarded to

newspapers of record for purposes of adverti s ing and recruitment and other such actions as may be required to ensure open competition and an adequate number of qualified candidates as determined by the District Board. Each item of employment advertising will include the words "Equal Opportunity Employer."

* 1. TIMING: The application period for present employee s to apply for a vacant position during an internal posting period of time of at least five working days beginning from the first day the position vacancy notice is posted. The District Administrator may advertise publicly during the internal posting period and receive applications from persons not cunently employed by the District.
1. OFFER OF EMPLOYMENT

All offers of employment will be made in writing by the District Board.

Proof of citizenship forms and a current driver's license, if req uired, must be submitted prior to employment, according to state law. Volunteer and job applicants will be required to complete and sign the appropriate application form. Supporting documentation, such as a resume, will be accepted as well. The Mille Lacs Soil and Water Conservation Dis trict may retain any applications and resumes on file for a period of one year from date of submittal.

The identification of the most suitable candidate and determination of the position descriptio n and wage appropriate for that individual will be made by the board with the technical and administrative

reco mmendations from other qualified agency staff representative s as request ed. An evaluatio n process to determine the most qualified candidate for a vacancy may includ e, but is not limit ed to inte rviews, written tests, and verification of experience, education, and references. This process shall be applied consistently and encompass only information necessary to determ ine the applicant's abili ty to perform the relevant job duties.

Open-Competitive Examination

Competitive examinations for positio ns within the Dis tr ict s hall be open to all applicants who are citizens of the United States, or who are eligible and have applied for citizenship, or who mee t all of the requirements for employment as defined by laws or U.S. Bureau of Immigration regulation s ; and who meet reaso nable qualifications or standards prescribed by the Distric t that relate to the abilities of candidates to perform the duties of the position efficiently. Pursua nt to state law, the District will grade an open competitive examination on a 100-poin t scale.

All new employees shall be provided an orientation administered through the District Chair or District Administrator. General information on parking, meals, breaks, telephones, equipment, and other

specific rules will be reviewed with the new employee by the District Chair or District Administrator.

ARTICLE VI: EQUAL OPPORTUNITY POLICY

The Mille Lacs Soil and Water Conservation District desire s that every person be given full and equal employment opportunitie s and, therefore, adheres to the policy of employment opportunity for all its employees and for all applicants seeking employment within its juris diction. Equal opportunity under this order includes, but is not limited to, the following: hiring, recruitment, selection, benefits, promotion, transfe r, layoff, and return from layoff, compensation, equality of wages, and employee development programs, including apprenticeship and training programs. The Mille Lacs SWCD is an equal opportunity employer, offering programs and services on a nondiscriminatory basis, without regard to race, color, creed, religion, national origin, sex, age, disabi lity, marital status, sexual orientation, or financial status.

ARTICLE VII: WORKING POLICIES

1. EMPLOYEE ATIENDANCE
	1. HOURS: Hours - All fu ll-time positions are expected to work the equivalent of (80) eighty hours per two (2) week period except for authorized absences. Normal workin g hours are from 8

a.m. to 4:30 p.m., or an equivalent number of hours by an arrange ment of working schedule, except all permanent part-time employees and temporary part-time employees shall be expected to work the hours set in advance.

* 1. LUNCH: One half (1/2) hour per day. Lunch breaks shall not be paid nor included in the computation of overtime, unless the employee is required by the Distric t or its designee to continue working throughout the lunch break.
	2. REST BREAK: Rest breaks shall be Fifteen (15) minut es in each four hour period of each morning and afternoon. The rest break shall be taken as close as poss ible to the middle of each four hour period . Rest breaks which are not taken in any particular day are lost; they may not be banked.
	3. ATTENDANCE AND LEAVE: Emplo yees must observe designated work hours, and use official time for official business . They shall have prior authorization for absence from work.

When illness or an emergency s ituat ion does not permit prior autho rizatio n, emp loyees may take up to three (3) days off by contacting the District office. For longer absence, the employee must notify a designated District supervisor, and if sc heduled for technica l work, notify the appropriate technical authority. A doctor's statement is required for continuous sick lea ve of more than 3 cla ys.

1. EMPLOYEES' ANNIVERSARY DATE

A regular emp loyees ' anniversary date shall be established by the first clay of his o r her emplo yment.

1. PROBATIONARY PERIOD

l. PURPOSE: The probation period shall be regarded as an extension of the examination process and shall be used by the District Board and/or District Administrator for closely observing the employee's work and for rejecting any employee whose work performance does not meet acceptab le work standards.

Each new employee shall serve on a probationary period of six (6) months. The employee performance will be evaluated at three (3) month and six (6) month and each December there after. Evaluat ion will be done by the Distric t Administrator, revie wed by the Pe rsonnel

Committee and report ed for action by The Board.

* + 1. DURATION: Successfu l comp le tion of a probation period shall be a mandatory condition of emplo yment for all newly hired, newly transfe n-ed , and newly promoted employees. T h e probation period shall commen ce on the date of employment or the effec tive date of the transfer or promotion. A six (6) month probationary period is mandatory for all new regular emplo yees prior to achieving Regular Employee status.

The Board may extend a probationary period up to an additional six (6) months. The extensio n report must detail the cause and lengt h of the extens ion and must be submitted at leas t two (2) weeks prior to the expiration date of the probationary period and retained in emplo yees file.

* + 1. USE OF SICK LEAVE AND ANNUAL LEAVE: During the probation period, employees shall accumulate sick leave and annual leave as provided by the terms of thi s ag reeme nt. Annual leave cannot be used until after the first six (6) months of employment. S ick leave may be used, however if employme nt is terminated for any reaso n prior to completing six (6) months of

service, they shall be charged for any sick leave used and the emplo yer may deduct the appropriate amount from any payroll due.

* + 1. REVIEW OF WORK PERFORMANCE: The work performance of all probationary employees shall be reviewed durin g the probation period by that employee 's immediate superviso r. The outcome of this review shall be communicated to the employe e and the

personnel committee, along with the recommendation to the board for givin g the em ployee

regular employee statu s or terminating the employee. The perso nnel committee may reco mmend termination of a probationary emplo yee to the Dis trict Board at any time durin g the probation period. The employee shall be notifi ed in writin g of the reasons for the termination and shall not have a right to appea l. Upon rev iew after six (6) months of continuous employment, incl udin g authorized leave of any kind, if taken, the employee will then be class ified as a reg ular

employee. Continuous employment means the amount of time since the emplo yee bega n employment and is inter rupted only by resignation, disc harge for just cause, failure to return upon expiration of a leave of absence, failure to res pond to a reca ll from la yoff or retirement.

ARTICLE VIII: COMPENSATORY TIME/OVERT IME

The maximum compensator leave to be allowed to accumu late is 40 hours. District staff receivin g hourly compensation will receive compensatory time off at the rate of 1 1/2 hour per each hour over 40 hours worked. Compensatory time must have prior approval from the District Administrator. (Compensatory time normally will be earned during the tree season or other extra dis trict events).

Compensatory time must be used within 30 days. If the district workload does not allow the employee

to use compensatory time, overtim e (1 1/2 times the normal wage) may be used with Board approval. Maxim um compensatory lea ve to be allowed to accumulate 40 hours.

ARTICLE IX: TIME REPORT

District e mplo yees are requ ired to present a brief outline of activities that they have participat ed in, accomplished or completed each month. T his can consist of, for examp le, the names of cooperators, the type of project, and what was accomplished.

A daily diary of activities and hours worked must be recorded. To record vacat ion, sick leave , overtime, other leaves, and hours worked, each employee of the district must complete and sign a time report form on the last working day of each pay period. Time will be kept in the SWCD personnel fil es.

District employee s are required to report accomplishments in the LGU Reportin g System (eLINK) Management System. District e mployees can provide data to NRCS for incorporation into the Federal database.

District employees are required to identify field notes, designs for practices, practice layo ut and practice checkout notes with their co mments, date and signatures. These documents are to be filed in the cooperator's folder, along with the conservation plan.

ARTICLE X: ANNUAL LEAVE

Annual leave shall be granted to qualifying employees. You will accumu late annual leave from your first day of work but you cannot use it until after your first six (6) months of employment.

1. DISTRICT SCALE FOR ANNUAL LEAVE

ACCRUAL RATES: Regular employees are c redited with annua l lea ve at the end of eac h 80 hours pay period as follows or as negotiated:

Yea rs of service

0-3

4-5

# 6-10

11-15

16-20

21+

Hours earned 4 ho urs

* 1. hours
	2. ho urs
	3. ho urs
	4. hours
	5. hours
1. LIMITED CARRY-OVER OF ACCRUED ANNUAL LEAVE

The maximum carry o ver of unu sed vacation leave allowed at the end of a calendar year is 240 hours . The ca1Ty ove r is to be calculated as of December 31 of each year.

1. USES OF ANNUAL LEAVE

In all cases, use of vacation shall be subject to the needs and service obligations of the Emp lo ye r. An employee must receiv e prior approval from their immediate supervisor for using annual lea ve.

Employees taking more than three (3) consecutive days of annual leave must have prior appro va l from the Board or in unfo reseen circums tances for an extended period, its Designee. T he District

Admini strator shall be the designee approving other dis trict employee leave time. The Board Chair shall be the designee approving the D istrict Administrator's leave time.

Annual leave can be accumul ated, but not taken, unless approved in advance by a designated supervisor and subject to payba ck if employee terminates employment, or is terminated, for any reason during the probationa ry period of six months. Probationary and permanent part-time employees shall be granted annual lea ve accord ing to the same schedule, but on a pro-rata basis.

All emplo yees who retire or whose emplo yment is terminated sha ll be entitled to be paid for all unused vacation time and comp/flex tim e.

District shall provide annually a statement showing accumu lated annual leave credit to each employee which will be reviewed at the yearly organ izationa l meeting.

ARTICLE XI: LEAVE OF ABSENCE

1. SICK LEAVE
	1. RATE OF ACCRUAL

Rate of accrual is four (4) hours for each e ig hty (80) hours worked.

All reg ular full tim e and part-time emplo yees of the District are entit led to accumulate sick leave.

* 1. USE OF SICK LEAVE

Sick leave benefits may be used under the following circumstan ces:

* + 1. Absence necessitated by the inabili ty to perfo rm the duties of the position by reaso n of illness or injury.
		2. Absence for maintenanc e health care, res tricted to the tim e assoc iated with the

appointment and reasonable travel tim e.

* + 1. Absence due to contagious disease, which would endanger the health of other employees or members of the public.
		2. Absence due to illness in the employee's immed iate family. " Immediate family," for

the purpose of this section, shall be defined as spo use, children, grandparent, grandchild, sibling, or parent of the employee or spouse .

* + 1. Use of up to three days (24 ho urs) of sick le a ve shall be authorized in cases of death of a spouse, child brother, sister, daughter-in-law, so n-in-law , step-parent, step-ch ild , parent, grandparent, or grandchild of either the em ployee or the employee' s legal

spo use. Use of additional sick leave for this purpose shall be subject to approval from the de partment head of designee.

* + 1. Absence due to an approved Family Medical Leave.
		2. Absence for the purpose of providing or receiving assistance beca use of sexual ass ault, dom estic abuse or stalking of the employee or immediate family member (adult child, spouse, siblin g, pare nt, mother-in-law, father-in -law, grandchild, grandpar ent, or

stepparent).

* 1. MED ICAL CERTIFI CAT ION

Employees taking more than co nsecutive days of sick leave must have a doc to r's written recommendatio n.

The District Administrator or the District Board Chair may require a doctor's certification stating the nature and duration of the illness before the employee is able to return to work following an absence for illness or injur y to verify whether or not there are any work restrictions the doctor is plac ing on the employee.

* 1. MAXIMUM ACCUMULATION OF SICK LEAVE

A total of 960 ho urs may be carr ied over from one fiscal year to the next. An em ployee who has a sick leave accumulation in excess of 960 ho urs as of Dece mber 31 shall have one-half of the hours accumulated in excess of 960 hours added to the employee's vacation accrual, and the other one-half paid to the emp loyee at the e mplo yee's regular rate of pay as of Dece mber 31.

The conversion to vacation and the cash paym ent will be made by the Employer in January the following year.

* 1. UNUSED SICK LEAVE

Severance pay is based on the following tenure of contin uous years of service:

* Beginning of Employment through (3) years= None
* Beginning of fourth (4) through tenth (10th) year= 25% of unused s ic k leave
* Beginn ing of eleventh (11th) year and over= 50% of unused sick lea ve
* Maximum benefit is not to exceed fifty (50) days

Employees are allowed to borrow up to 40 hours against sick leave for up to one year ahead. If employee leaves the district before time is even, wages or salary will be reimbursed by the employee at current wage at time of leaving. Borrowed sic k lea ve must be on a monthly pre-approved basis.

Employees unable to report for their workday because of illness or injury shall notify the District office and/or the Immediate superviso r as early as possible prior to their scheduled startin g time, reasons for absence, and the expected duration of absence. Employees failing to give such notice may be subject to disc iplinary action.

Sick leave accumulation: The District shall provide to each employee an annual sick leave

acc umulatio n statement and it shall be reviewed by the supervisors at the yearly organizational meeting.

Sick leave for mental illness and/or chemica l dependency, mental illness, alcoholism or diug addiction which prevents the employee from working is a valid reason for sick leave absence or for personal leave as described. The District Board may approve a sick leave request upon receipt of a written

confirmation that the employee is receiving outpatient or hospital care. No employee shall be dismissed solely because of mental illness or chem ical dependency. Refusal of an employee to seek treatment for any illness described above, when it appears to be causi ng declining or substandard performance will be grounds for dismissal, SWCD is committed to an alcohol and drng-free workplace, and comp lies with the Drug Free Workplace Act of 1988.

1. WORKER'S COMPENSATION

In situation s where an employee collecting Worker's Compensation also has accrued sick leave, the following shall apply:

* 1. The employee will keep the worker's compensation check and provide the district with suitable verification of its amount.
	2. The district will pay the employee the difference between the worker's compensation check and full salary. The difference will be taken from accumulated sick leave.
	3. The employee's sick leav e will be red uced by the am )Unt of pay in item b. translated into hours and days.

If any emplo yee do es not wish to have his/her accumulat ed sic k leave reduced through the process described above, such em ployee may choose the option of declining compensatio n by the district. A doctor's certificate shall be req uir ed to show the ability to work at his/ her former job classification.

1. FUNERAL LEAVE

Funeral leave is at the discretion of the district board. An employe e may be permitted to use s ick leave when a death occurs in his/her immediate family. Immediate famil y shall mean children, siblin gs , spouse, and siblings of spouse, parents, and parents of spouse, grandparents or grandparents of spouse. Ordinarily the maximum amount of leave with pay for funeral le ave will be three (3) consecuti ve days. Use of sick leave for this purpose shall rece ive prior approval of the employee's immediate supe rvisor. However, for the funeral of any person other than members of his/her immediate family as defi ned above, such time off shall be without compensation or accumulated annua l leave may be used.

1. COURT DUTY

Regular full-time and regular part-time employees subpoenaed as witnesses or called for jury duty shall rece ive their regular com pensation and fringe benefits based on supe rvisor 's discretion. However,

compensation provided by the court must be deducted from the regular wages of the employee . Jury duty will be reviewed on a case by case basis by the Board of Superviso rs.

1. UNPAID LEAVES OF ABSENCE
	1. FAMILY AND MEDICAL LEAVE OF ABSENCE

As required by the Fede ral Fam ily and Medical Leave Act, the Employer shall provide to qualified employees up to 12 (twelve) work-weeks of unpaid, job-protected lea ve in any 12 (twelve) months for the birth or adoption of a child or foster child, to care for a spouse, child , or parent who has a se riou s health condition or when the employee is unable to work because of a ser ious health condition. SWCD designates that the calendar year will be the methodology for measuring the 12-month leave period. See Attachme nt B, Notice to Employee of Rights and Obligations Under the Family and Medical Leave Act.

It is the employee's respo nsibilit y to notify the District Office that the employee intends to be away from work for reasons that may qualify under the Family and Medical Leave Act. A 30 day advance notice is generally required from the employee seeking le ave for birth, adoption, or planned medical treatment when the need for such leave is foreseeable. The 30 clay ad vance notice is not required for medical emergenc ies or unforeseen events.

An emplo yee on a Family and Medica l L ea ve of Absence has the option of using their accrued paid leave, such as annual or sick leave, during any portion of th e Family and Medical Leave. When an emplo yee chooses to use paid leave during Family and Medica l Leave, the Family and Medical Leave runs concurrently with the paid leave.

* 1. PERSONAL LEAVE

Requests for unpaid persona l lea ve of absence of up to 3 days may be approved by the im mediate supe rviso r.

Adjustment of Anniversary Date

An employee 's anniversary date will be adjusted to reflect the time the employee is on an unpaid lea ve of absence.

* 1. MINNESOTA PARENTING LEAVE

Minnesota law (M.S. 181.940-.944) provides employees the opportunity to reque st and obtain up to twelve (12) weeks unpaid leave for childbirth or adoption without having to exhaus t paid sick leave or vacation. To be eligible for Minnesota Parenting Leave, an employee must have been employed by the County in a half-time position (at least forty (40) hours per pay period) for at least twelve (12) consecutive months immediately preceding the reque st for leav e. The employee may determine when the twelve (12) weeks is to begin, provided it is not more than six (6) weeks after the date of birth or adoption (or after the child leaves the hospital if the child remained hospitalized after the mother was discharged). If this type of leave is requested, and if the employee is FMLA-eligible, the time off from work is deemed FMLA leave and will be recorded as such.

* 1. SCHOOL CONFERENCE AND ACTIVITIES LEAVE

In accordance with M.S. 181.9412, an employee may use up to a total of sixteen (16) hours without pay during any 12-month period to attend school confere nces or school-related activities for an employee's child, provided the confere nces or school-related activities cannot be

scheduled during non-work hours. Whenever possible, the employee must request approval from their department head at least seventy-two (72) hours in advance of the leave. An emplo yee may substitute any accrued paid vacation leave or other appropriate paid leave for any part of the leave under this sec tion.

* 1. INCLEME NT WEATHER POLICY

The following procedure shall be adhered to in weather situation s deemed hazardo us:

1. Any employee determining that weather conditions are such that an immediate return to his or her residence is advised, will notify his or her im mediate supervisor or this necessity befo re departure from their work site.
2. Any employee unable to report for work because of such weather conditions will personally notify his immediate supervisor or other office staff as soon as possible after the beginning of the busines s day.

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1. An employee will not rece ive compensation for such abse nce. However, if proper notice is given to the immediate supervisor or other office staff, the employee will have the option of using accumulated annu al leave or comp/flex time for the time lost.
2. SWCD District Administrator will decide if there is a need to close the office due to hazardo us weather. Dete rminatio n will be based on current conditions, and /or potential conditions, and other closings in the area. District Adminis trator will call Board Chair for authorization to officially close the office.

If clo s ing is authorized then all personnel will be notified by an Emerge ncy Calling Plan. EMERGENCY CALLING PLAN: District Admini strato r co ntacts all staff.

* 1. MILITARY LEAVE
1. Training - In accordance with state and federal laws, emplo yees required by official military orders or related authority to attend Military Reserve Training shall receive full pay at base wage rate for the period of active duty required for such training, not to exceed fifteen (15) consecutive days per year. Military leaves in excess of fifteen (15) days in a calendar year will be provided without pay.
2. Extended Leave - In accordance with state and federal laws, emplo yees shall be entitled to a military leave of absence, without pay, for up to four (4) years of service in the armed forces of the United States. Reinstatement to a comparable position shall be made when requ este d by an eligible employee within ninety (90) days of discharge from active duty. In accordance with

M.S. 192.261, Subd. 2, employees shall continue to accme vacation and sick leave from the time he/she enters active military service until the date of reinstatemen t.

1. To care for an eligible service member with a serious injury or illness, under the follo wing circumstances:
	1. The employee must be the spouse, child, parent, or next of kin of the e ligible service

member; and

* 1. The eligible service member must have an injury or illness in curred in the line of duty or active duty that may render the service member medically unfit to perform the duties of his/her office; or

5) The qualifying exigency of the employee' s child, spouse or parent who is on active duty or called to active duty status, und er the following circumstances:

1. The service member must be a member of the National Guard, Reserve, or a retired member of the regular armed forces or reserve (ther e is no leave entitlement for employees with family members in the reg ular Armed Forces); and
2. The qualifying exigency is one of the following: short notice deplo yment, military

Military leave policy to be as mandated by the Federal government. Leave would be granted but without pay.

7. VOTING LEAVE

In accordance with M.S. 204C.04, employees eligible to vote in any statewide genera l or primary elec tion, or in any electio n to fi ll a vacancy in a count y or state office, will be granted the right to be absent from work for the time necessary to appear at the employee's polling place and cast a. ballot during the E lect ion Day. Prior arrangements shall be made with their department head.

ARTICLE XIII: COMPENSATION AND PERFORMANCE

1. HOW EMPLOYEES WILL BE PAID
	1. Employees will be paid by salary or hourly wages.
	2. Salary and/or wages will be set by District Board.
	3. Cost of living increases or wage increases will be revie wed at the dis c ret ion of the District Board.
	4. Overtime compensation will be as stat ed in Overtim e policy.
	5. Pay period is in two week increments (80 hr).
	6. Pay day is the first W ed nesday follo wing the last day of the pay period.
2. ADDITIONAL DUTY PAY

Employee's assigned additional duti es by the Dist ric t Board, due to an unfilled vacancy or long -te rm absence exceeding 30 calendar days may be paid additional duty pay determ ined app ropriate by the

Distric t Board. Additional duty pay shall commence on the date of assignment of the additional duties by the District board.

1. EMPLOYEE PERFORMANCE RECORD
	1. Position Description of job duties will be given to employee at time of hiring.
	2. Employee performance will be reviewed every six months based on performance record of job descriptio n.
2. PAID HOLIDAYS

Eligible emplo yees sha ll receive the fo llowing paid holidays:

* 1. PAID HOLIDAYS OBSERVED BY THE DISTR ICT: New Years DaY....... . . . .. .. ... . .. .. ..January 1

Martin Luther King DaY..........Third Monday in January

President's DaY................. .......J'hird Monday in February

Memorial DaY..... .............. .......Last Monday in May

Independence DaY.............. .....July 4

Labor DaY.................... ....... ......F irs t Monday in September

Veteran's DaY.... .. .... ......... .... ... .November 11

Thanksgiving DaY.. ............ .. ... .Fourth Thursday in November Friday after Thanksgiving ......Fourth Friday in November (in lieu of Columbus Day)

Christmas Eve DaY............. .....Dece mber 24 (4 Ho urs PM, if on a Monday-Thursday) Christmas DaY.... . .. ..... .... ....... . ..December 25

Any holiday falling on a Saturday will be observed on the prece ding Frid ay; any holid ay falling on a Sunday will be observed on the following Monday.

Probationary and Permanent Full T ime emplo yees shall be paid a holid ay allowan ce at straight time for the clay of observance of each of the above listed holidays. To be eligible to receive compen sation for an observed holiday, employees shall not have been absent without paid le a ve (paid leave being

approved vacation , sick le ave, or other appro ved paid leave) on the work clay before and after the holiday.

Probatio nary and Permanent Part Time employees s hall be paid a holiday allowance pro-rated, based on the number of hour s the employee would have worked had he/sh e worked on that particula r day (holiday). Part Time employees who are not schedul ed to work on the day the holiday is obse rved shall receive a different day off with pay (scheduled by mutual agreement between the Board Chair and employ ee).

* 1. FLOATING HOLIDAY

Permanent Employees are eligible for two floating holid ays (16 hours) per year. The employee must have success fully completed their probationary period to be eligible for these holida ys.

The employe e must request approval from their immediate supervisor at least 72 hours in advance to use the floating holiday. Only one employee at a time may use the floating holiday. As similar to other holidays, a floating holiday does not ca1Ty ov er from one calendar year to the next. It must be used within the calendar year it is earned, or the time will be lost.

ARTICLE XIV: HEALTH AND WELFARE

A. HOSPITAL-MEDICAL-DENTAL INSURANCE

Medical, dental and life insurance benefits shall be negotiated in good faith between the Distri ct Board of Superviso rs and reg ular emplo yees of the District. Employees have the option of enrolling in the Districts medical, dental and/or life insurance programs.

Health, dental and life insurance coverage will be provided for regular full-time emplo yees . Hea lth and dental insurance coverage for an employee' s dependents is at the employee' s full expense. Employees enrolled in the plan may purchase, through payroll deduction, additional term life insurance to

supplement the insurance coverage provided by the Di strict. Emplo yees who have separated from the District service may continue group health benefits according to Federal and Minnesota law.

ART ICLE XV: DISCIPLINARY ACTION

1. EMPLOYER'S RIGHT TO DISCIPLI NE

The emplo yer shall have the right to impos e disciplin ary actions on all employees for cause only.

Disciplinary actions include, but are not limit ed to oral reprimand, written reprimand, suspension without pay, demotion, and te rm ination. In all cases where disc iplinary action is taken, the immediate supervi sor will take into account the facts and nature of the incid ent leading to the disc iplina ry action

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when determinin g the type of disc iplinary action to be imposed. Disc ipline will be progress ive in nature and relative to the serious ness of the employee's behavior.

1. NOT IF ICATIO N OF DISC IPLINE

The emplo yer shall provide written no tice of any disciplinar y action, except in the case of an oral

reprimand. The written notice shall include a factual statement which jus tifies said disc iplina ry action. The employee shall be asked to s ign the written notice to acknowledge rece ipt. The co py will be made part of the emplo yee's personnel file.

1. EMPLOYEE'S RIGHT TO GRIEVE DISCIPLINARY ACT ION

Any disc iplinary action may be grieved as provided in the Grievance Procedure of thi s Po lic y.

For any employee who has successfully completed his/h er probation ary period, disciplinary action for minor rule infraction s, incompetence, or inefficiency in the performance of employment related duties shall be carried out as follows:

* 1. Verbal warning - The nature of the warning specifyin g reaso ns must be record ed in the Board minutes . A verbal warning notice must be issued within 5 working days after the Board

becomes aware of the infraction or incident. For dissa tisfaction with an employee for any of the above mention ed reasons the District Administrator or Supervisors shall verbally warn the employee for the reasons of dissatisfaction. This will not be documented in the

emplo yee's file.

* 1. Warning notice - If an emplo yee's con duct or perfo rmance continues to be unsa tisfa ctory following a verbal warning, he/she will receive notice (specifyin g reasons) from the Board. A copy signed by the affec ted emp loyee and the Board will be retained in the employee's file. Should it be necessary to disc iplin e the employee, for any reason, within six (6) months after he/she has rece ived a verbal warning, the employee will be given a written warning by the district board. The warning will be signed by the dis trict board, and the affected employee, and placed in the employee's personnel file. If the employee is dissa tisfied with the

disciplinary action he/she may refuse to sign the written warning and request in writing, a review by the Board of Supervisors.

* 1. Dismissa l - If dismissa l is warranted any tim e within twenty four (24) months following the rece ipt of a warning notice, the employee may be dismissed. The employee will rece ive written reasons for the dismissa l. A copy of this written notice of action shall be retained in the employee's file. Notification of dismissa l will be made to the employee by ce rti fied letter which will be sent (return receipt requested) to the affected employee. Within the twenty four (24) month period the warning notice is in effect, the commission of a subsequent minor rule infraction , the failure on the part of the emplo yee to correct the incompetence or inefficiency set forth in the warning notice or further incompete nce or inefficiency shall be cause for dismissal by the District Board.

Grievances - If, at any time, the employee is dissat isfied with the discipline imposed, he/she may refuse to sign the warning notice or written notice of action, pending a grieva nce hea ring pursuant to the Grievance Procedure outlin ed in this policy.

After any type of disciplinary action the affected emplo yee shall have training made available to him/her within fifteen (15) cla ys to correct the problem. This trainin g may be provided by the District Board, the District Administrator, or any other source that is available.

1. CAUSE OF DISMISSAL

No emplo yee, after having success fully comp leted his/her probationary period, will be dismissed from employment without cause. E vidence of the following will be sufficient cause for immediate dismissa l if wmn nted; however, the Board may use s teps **1** and 2 for minor infractions. Other, such as

incompete nce or ins uffi ciency in performance of duties will be handled under s te ps C **1,** C2, and C3.

The emplo yee will be subject to immediate dismissal by the District Board, without the necessity of compliance with th e disciplinary action provisions set forth above, for a ny of the following reasons:

* 1. Willful misco nduct or insubordination, other than minor rule violations.
	2. Carelessness and negligence in the handling or control of dis tric t property or appropriation of district property for his/her own use withou t adequate payment therefore.
	3. Unapproved absence from duty.
	4. Acceptance of a gift und er circumstances from which it could be inferred that the giver expected, hoped for, preferred, or favored treatment in an official matter.
	5. Proven dishonesty in performance of duties.
	6. Refusal to sign a warning notice or written notice of action following a grievance hearing by the Board (see Grievance Procedure) adverse to the employee.
	7. Use of alcoho l or any other non-prescribed controlled drug or prohibited substance while on duty.
	8. Theft, gross insubordination, graft, and other willful and flagrant acts of misconduct shall be grounds for immediate dismissal.

All documentation pertaining to written warnings and dismissal proceedings shall be entered in the emplo yee's personnel file.

ART ICLE XVI: RES IGNAT IONS

If an emplo yee wishes to res ign from District services , the employee shall submit his/her written

res ignatio n to the District Board. Employees are requested to give at leas t fourteen (14) clays no tic e of resignatio n in order to resign in good standing.

ARTICLE XVII: RET IREMENT POLICIES

Selec tive ret iremenl will be in accord with the procedures outlined in the Public Employees Retireme nt Association (PERA) Handbook. Ret irement means that the individual is eligible to rece ive PERA retirement benefits .

ARTICLE XVIII: WAGE DISCLOSURE

Under the Minn eso ta Wage Dis closure Protec tio n law, employees have the right to tell any perso n the amount of their wages. While the Data Practices Act (Minnesota S tatutes 13.43) specifically lists an emplo yee' s actual gross salary and salar y range as personnel data, Minnesota law also requires wage

disclo sure protection rights and remedies to be included in employer personnel handbooks. To that end, an in accordance with Minnesota Statutes 181.172, employers may not:

* Require nondisclosure by an employee of his or her wages as a condition of employment;
* Require an emplo yee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages;
* Take any adverse employment action aga inst an employee for disclosing the employee' s own wages or discussing another emplo yee' s wages which have not been disclosed volunt arily;
* Retaliate against an employee for assert ing rights or remedies under Minnesota Sta tutes 181.172, Subd.3.

The County cannot retaliate against an employee for disclosing his/her own wages. An employee's

remedies under the Wage Disclosure Protection law are to bring a civil action against the County and/or file a complaint with the Minnesota Department of Labor and Industry.

ARTICLE XIX: SEVERANCE PAY

Severance pay will be paid out to regular employees upon retirement, resignation in good standing, res ignation due to disab ility verified by a physician, or death of employee.

E mployees shall be paid for unused sick leave in accordance with policy.

1. YEARS OF SERVICE

In addition, employees with 10 years or more se rvice s hall receive additional severance pay and shall be paid upon termination in good standin g, one day's pay at prevailing pay scale for each year of SWCD service.

1. UNPAID SICK LEAVE

As allowed by the Family Medica l Leave Act, under qualifying circumstances an employee may have up to 12 weeks of unpaid sick leave during a 12 month period. See ATTACHMENT B.

ARTICLE XX: GRIEVANCE PROCEDURES

1. DEFINITION

A grievance for the purpose of this section is defined as a dispute or disagreement as to the interpretation or application of any of the terms of this Policy.

1. PROCESS

Grievances shall be resolved in the following manner:

Step 1. Upon any occmTence subject to a grievance under this Plan the employee involved shall attempt to resolve the matter on an informal basis with the employee's immediate supervisor. If the matter is not resolved to the employee's satisfaction by this informal discussion, it may be redu ced to writing and Step #2 may be implement ed. Any occurrence subject to a grievance under this Plan shall be considered waived if not reduce d to writing by the e mployee within 14 calenda r days of the employee's first notice of the occurrence giving rise to the grievance.

Step 2. A written grievance as specified in Step #1 shall be served upon the emplo yee 's immediate superviso r. The written grievance shall set forth the nature of the grievance and the facts upon which it is based.

Within 7 calendar days after receiving the written grievance the immediate supervisor and the employee shall meet and attempt to resolve the grievance. If as a result of this meeting the grievanc e remai ns umeso lved, the immedi ate supe rviso r shall give his or her written answer to

the employee within 3 calendar days following this meeting. The employee may proceed to Step

#3 anytime within 7 calendar days after receipt of th e immed iate superviso r's written answer. Any employee not proceeding to Step #3 within 7 calendar cla ys following receipt of the immed iate supervisor's answer shall be considered to have waived the grievance.

Step 3. If the grievance remains umesolved, the employee may, within 7 calendar days after the response of the immediate superviso r, by written notice to the Board Chair, request a hearing of the grievance before the District Board.

Within 14 days after receipt of the writte n notice by the Board Chair, the District Board shall schedule a hearing on the grieva nce with the employee. The District Board may at its discretion reques t the attendance of the immediate superviso r at this hear ing.

The above procedure shall also apply to the District Administrator. The Dis trict Administrator will follow step #3 only.

ARTICLE XXI: TRAVEL AND EDUCATION

1. TRAVEL

Travel necessitated by the employee's scope of duty will be reimbursed upon presentation of a properly completed travel voucher. Reimbursement rates for mileage are set by the District Board and are reviewed annually.

1. LODGING

Lodging allowances are authorized whenever it is necessary for an employee to travel out of the County in the function of his or her performance of duty. These rates will coincide with those established by the County Board. Expenses for lodging must be accompanied by appropriate receipts. Meals are reimbursed for meetings that require an employee to travel out of the County and/or require attendance over the lunch hour. Meals will be reimbursed according to rates set by the SWCD Board annually .

Expenses in excess of County/District allowances must be borne by the employee.

1. CONTINUOUS AVAILABILITY

Office staff will try to coordinate schedules so that the District office will remain open to public during the business day to the greatest extent possible. The District Board shall have the authority to close all or part of the District's operations during the normal work day for reasons incl udin g, but not limited to weather, safety, or other situations.

Out-of-state travel will be considered on an individual basis by the Board. Prior Board approval is required for attendance at all out-of-state functions. If out-of-state travel is approved, it will include round trip tourist air fare (unless other means are more favorable) and actual expenses, includ ing registration. Overnight in-state travel requires prior Board approval. Expenses for in-service training schools and sem inars will be considered on an individual basis by the District Board.

Membership fees and expenses for participation in professional organizations will be considered on an individual basis.

ARTICLE XXII: CODE OF ETHICAL CONDUCT

1. USE OF CONFIDENTIAL INFORMATION

An employee sha ll not disclose confidential information, shall not use co nfide ntial information to further the employee 's privat e intere st, and shall not accept outside employment or involvement in a business or activity that will require him or her to disclose or use confidential information.

1. CONFLICTS OF INTEREST
	1. ACTIONS SUBJECT TO DISCIPLINARY ACTION

The following actions by an emplo yee of the Dis tric t shall be deemed a conflict of inte rest and be subject to disc iplinary action.

* + 1. An employee shall not use or attempt to use his or her positio n to secure benefi ts, privileges, exe mption s or advantages for the employee or others diffe rent from those available to the general publi c.
		2. An employee shall not act as agent or attorney in any action or matter pendin g before the agency by which he or she is e mployed except in the proper d isc h arge of official duties or on the employee's own behalf.
		3. When an emplo yee believes the potential for a con flict of inte rest exists, it is his or her duty to take action to avoid the situation.
	1. GITT AND GRATUITIES

Emplo yees of the District are prohibited from accepting gifts, money and gratuities from persons receivin g benefi ts or services from the District or performin g se rvice s und er contract or otherwise in a position to benefit from an employee action.

1. EMPLOYMENT OF FAMILY MEMBERS (NEPOTISM)

Consistent with applicable law, the District does not restrict the employme nt of relatives of SWCD employees. However, relatives are prohibited from working in situations where one will exercise or directly influence the recruitment, employment, salary, fees, performance reviews or other employment actions of another relative.

Relatives for the purpose of this policy shall be defined as spouse, parents, children, siblings, grandparents, in-laws, aunts, uncles, nieces, and nephews.

The Di strict rese rves the right not to employ relatives if it is determined that doing so would create a conflict of interes t.

If two employees within the same department marry durin g their emplo yment, one of them may be transferred to a like or similar positio n in another department.

All decisions and determinations with regard to th e interpretation and effect of the above shall be made by the District Administrator.

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1. RETALIATION

The District is committed to maintainin g a culture that promotes the preventio n, detection, and

reso lution of instances of conduct that do not conform to laws, regulations, policies and procedures, or to the Code of Conduct section.

Board members, director s, and employees are not permitted to engage in retaliation , retribution, or any form of harassment against an employee who, in good faith, reports a compliance concern. Anyone who is involved in any act of retaliatio n or retribution against an employee who has reported suspected misconduct in good faith will be subject to disciplinary action.

ARTICLE **XXIII:** ANNUAL REVIEWS

All personnel shall be reviewed by the perso nnel co mmitte e prior to the end of the calendar year.

Person nel committee shall make recommendation s to the entire Mille Lacs Soil and Water Conserva tio n District board for actions to be taken.

Any negotiated salary and benefit adjustments shall be effective the first pay period following January **l ,**

unless otherwise set by the SWCD Boa rd.

ARTICLE XXIV: TERMINATION OF POSITION

Lack of funds is cause for termination of position, which is not subject to termination procedure as in the Disciplinary Action policy.

ARTICLE XXV: SEXUAL HARASSMENT POLICY

1. POLICY STATEMENT

It is the policy of the Mille Lacs Soil and Water Conservatio n District (SWCD) to provide and to maintain a work environment free of disc rimin ation including specifically, the concep t of sex ual harassment. Consistent with the District's obligations pursuant to various federal and state enactments includin g the provision s of Minnesota Statute 363A.OO1, et seq and other laws and ordinances

prohibiting discrimination in employment, the policy of the work place is that discr imina tion and sexual harassment is unacceptable and will not be permitted. Any emplo yee found to have acted in violation of this polic y shall be subject to appropriate disciplinary action, including the possibility of disch arge .

1. DEFINITION

Sexual Harassment is a form of employee misconduct which und ermines the integrity of the employment relationship.

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Sexual Harass ment includes unwelcome sexual advances, reques t for sexual favors, sexually motivated phys ica l contact or other verbal or physica l conduct or communi cation of a sexual nature, when:

* 1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or retainin g employ ment.
	2. Submission to or rejection of th e conduct or communicatio n by an individual is used as a factor in decis ion affecting the individual' s employment; or
	3. Such conduct or communication has the purpose or effect of substantially inte rfering with an individ ual's employment, or crea tes an intimidating, hos tile, or offensive employment environment, providing that the District, as Employer, knows or should know of the existence of the harassment and fails to take timely and appropriate action.
1. RESPONSIBILITIES
	1. Employee: Employee is respo nsible for:
		1. Conducting himself/h erself in a manner consistent with the spirit and intent of this policy.
		2. Contacting his/her immediate superviso r, or if imp ractical to do so, the District Board, if he/she believes there has been a violation of this sexual harass ment policy.
	2. Administrator, Supervisor, Board: Administrator, Superviso r, Board perso nnel are responsible for:
		1. Conductin g themselves in a manner consistent with the spirit and intent of this policy.
		2. Establishing and maintaining a climate in the work unit which encourages employees to communi cate question s or concerns.
		3. Recognizing incidents of sexual harassment and taking immediate appropriate action to eliminate such incidents.
		4. Make written documentation of reported incidents of sexual harassme nt by

documenting in writing any reports or complaints by an employee concerning sex ual harassment or by allowing the employee to provide a written description of the incident of sexual harassment which would includ e the date of the alleged incident, a description of the harass ment, individual s involv ed in the incident, and docum entation of what the immediate superviso r or board member did in response to the report of the incident.

* + 1. The reporting procedures outlined above should in all instances be followed so that the employer may imm ediately implement consistent investigatory procedures.
		2. In the event any reported incident of sexual harassment cannot be effectively resolved by the immediate supervi so r, the immediate superviso r will advise the employee to bring the co mplaint in writing to the D istri ct Chair. In addition , the immediate superv isor will forward a written summ ary of all actions taken to date and the result of those actions to the Dis trict Boa rd.
		3. Any supervisor who receives an initial report of sex ual harass ment, which cannot be satisfactorily reso lved with the employee, must immediately inform the Di stric t Chair as set forth in C.2.f above, so that the Dis trict Chair may implement appropriate investigatory procedures in an attempt to resolve the incident.
	1. Emplo yer: The Employer is responsible for:
		1. Insuring that immediate supe rviso rs are fully aware of their obligations und er th is policy.
		2. Harassment Policy.
		3. Promptly investigate any incident of sexual harassment that is reported to an immediate supervisor, and insuring that appropriate disciplinary action, when necessary, is

consistently and fairly administered.

ARTICLE XXVI: SMOKE FREEffOBACCO FREE POLICY

All Distri ct facilities are designated as smoke free/tobacco free areas. All emplo yees, v is itors, and contractors are to adhere to this policy.

Smoking of any kind, includin g pipes, cigars, cigarettes, vaping with e-cigarettes, and the use of che wing tobacco is prohibit ed within a 50-foot radius of all entrances and exits to County-ow ned

build ing s. This includes all entrances that staff, clients, and cus tomers normally use to ente r and/or leave the build ing. Enforcement of this policy shall be the same as any other work rule a nd as provid ed by

M inne so ta Statute.

ART ICLE XXVII: DRUG & ALCOHOL FREE WORKPLACE

The District is committed to an alcohol and drng-free workplace, and in complying with the Drug Free Workplace Act of 1988. This requires employees abstain from using alcoholi c beverages, mood-altering drugs, and drugs that adversely impact pe rfo rman ce, prior to the start of their workday, during th e work period, during lunch and other work breaks. Any violation of this policy s hall co nstitute " just cause" for disciplinar y action, up to and incl uding terminatio n.

ARTICLE XXVIII: PERSONAL USE OF DISTRICT RESOURCES

Dis trict employees shall not be permitt ed to use D is trict owned, perso nnel, equipment, or facilities for perso nal use unless expressly authorized to and authorization must be secured by the District Chair for each separate instance.

Unless it is an emergency, District me ployees shall not be permitted to use the District telephone system

to make long distance telephone call for personal reas o ns unless those calls are charged to their home phone, to an emplo yee's perso nal credit card or the call is placed collect. In an emergency situa tion, with the expre ss approval of the immediate supervi so r and when no other alternative is available, an employee may make such a call and late r re imburse the District for the charges. Under no

circum stances shall employees use the District's credit card for personal reasons.

Employee access to and use of electronic tools such as phones, email and the internet is intended for business-related purposes. Limited and reasonable use of these tool s for occasional employee personal purpose that does not result in any additional costs of loss of time or resources for their intended

business purpose is permitted.

Employees are responsible for c\ppropriate use of time, telephones, cellular telephones, compute rs, printers, paper, pens, stationery, facsimile machine s, and pages. They are expected to adhere to the highest ethical standards when conduc ting·SWCD business.

For purposes of this policy, "employee" shall also include any indi vidual involv ed in a work or volunteer relationship with the Dis tric t (for example, interns or indi viduals working for the District through a se rvice bureau an d independent contractors).

Any violation of this policy will result in disc iplinary action.

ATTACHMENT A: Notice to Emplo yee of Rights and Obligations Under The Family And Medical Leave Act

You have requested a leave of absence which may qualify as a family or medical leave under the Family and Medical Leave Act ("FMLA"). This is an unpaid leave of absence. If you have accumulated sick and/or vacation time, you may choose to receive payment from one or both of those accounts while you are out on this leave of absence. If you choose to do so, please contact the District's office to make those arrangements prior to beginning your leave. The following rights and obligations apply to your family and/or medica l lea ve of absence (referre d to as "FMLOA"):

l. If you are eligible for and take a FMLOA, it will be counted against your annual cumulative 12 weeks of available family and medical leave.

1. If your reque st for leave is due to the birth of a child or for the placement of a child for adoption or foster care, the leave must be taken within the twelve month period which starts on the date of such birth or placement for adoption or foster care.
2. If your reque s t for leave is to care for your seriously ill immediate family member, or due to your own serious health condition, please provide the District office with a certification issued by the health care provider of your ill family member or your health care provider.
3. The health care provider certificatio n must be returned to the District office within 15 days, unl ess it is not practical und er the circumstances to do so despite your diligent, good faith efforts. If you fail to provide timely certification, the District may deny your FMLOA (or deny the continuation of your FMLOA, if the leave has already begun) until the certification has been provided.
4. If the District doubts the validity of a health care provider's certification, it may require you to obtain a seco nd opinion at the District's expense. If the opinions of the first and seco nd health ca re providers differ, the District may require you to obtain certification from a third health care provider at the D istrict's expense. The Distric t may also request recertification at reasonable intervals.
5. If you are eligible for and have accrued other forms of leave which are paid (such as vacation, sick leave, etc.), you may use available paid leave durin g any portion of your FMLOA (which is unpaid).
6. If you want to continue your group health plan benefits during your FMLOA , you must continue to pay your share of the health plan premiums, including any changes in such premiums, during the period of your FMLOA. Payment s must be made to the District by the 20th day of each month for the following month's coverage. The District shall hav e no

obligation to maintain your health insurance coverage if your premium payment is more than 30 days late.

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1. Unless your premium payment is more than thirty days late, durin g your FMLOA lea ve, the Distric t will maintain coverage und er any group health plan as defined by the FMLA for the duration of such leave and at the level and under the condition s coverage wou ld have been provided if you had continued in employm ent for the duration of the lea ve. However, the

Distric t may recover the premiums paid for mainta inin g co verage for you under such group health plan during your FMLOA if you fa il to return to work for reaso ns other than the continuation, recovering, or onse t of a se riou s healt h condit io n entitling you to lea ve under the FMLA, or other circums tances beyond your control. The Distric t may require certification of your inability to return to work.

1. While you are on FMLOA leave, you must report to your department head every four work weeks regarding your status and your intent to return to work upon the conclus io n of the le ave.
2. If your FMLOA is due to your own serio us health condition which makes you unable to perform your job, the District will require you to prese nt a certificatio n from your health care provider that you are able to resume work as a condition of your returning to work. This certification must be provid ed to the Distric t office. The District may deny you the right to return to work until such certificate has been submitted.
3. Upon return from an FMLOA leave, you will be restored to the sa me position you held when your FMLOA commenced or to an equivalent position with equ iv alent benefits, pay, and other terms and conditions of employmen t. The District reserves the right to deny reinsta tement in those li mited situations where it is not required by state or federal law.
4. FOR KEY EMPLOYEES ONLY: If you are a "key" employee (a sa laried FMLA- eligible em ployee who is among the high est paid ten percent of all emplo yees employed by the District within 75 miles of the emplo yee's work site), the District may deny you reinstatement to the same or an equivalent position if such denial is necessary to prevent substantial and grievous eco nomic injury to the operations of the District.
5. FOR SPOUSES WHO ARE BOTH EMPLOYED BY DISTRICT: If both you and your spouse are employed by the District and eligible for FMLOA, you are permi tted to take only a combined total of twelve (12) weeks of leave durin g the applic able 12 month period if the leave is taken:
6. For the birth of a child;
7. For placement of a chi ld for adoption or foster care; or;
8. To care for a parent (but not a parent-in-law) with a serious health condition.

You may divide the 12 weeks between the two of you in any combination.

In connection with the birth or adoption of a chi ld, each of you may be entitled to up to 6 weeks of unpaid leave under appli cable state law. However, any leave taken in connection with the birth or adopt ion of a child will count against your entitlement to s uch leave under applicable

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law. For example, if one spouse takes between 6 and 12 weeks of leave in connection with the birth or adoption of a child, the other spouse may still take up to 6 weeks of such leave.

With respect to a serious health condition in your family, each of you may use up to 12 work weeks of unpaid leave in the applicable 12 month period to care for your child or spouse who is suffering from a serious health condition, or if the leave is clue to your own serious health condition.

Of course, all of the eligibility and other requirements must be met for any type of FMLOA.

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ATTACHMENT B: Initial Notice of Rights Regarding Continuation of Mille Lacs SWCD Medical, Dental, and Life Insu rance Coverage

Federal law requires that loca l governments sponso ring group health plans offer emplo yees and their dependents the opportunity for a temporary extension of health coverage at the group rates in certain situation s where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligat ions under the continuation coverage.

If you are a Mille Lacs Soil and Water Conservation District EMPLOYEE, you have a right to choose this continuation coverage if you lose group health coverage because your work hours are reduced or your employment is terminated (for reasons other than gross misconduct).

If you are the SPOUSE of a Mille Lacs Soil and Water Conservation District employee, you have a right to continue coverage for yourself if you lose group health coverage for any of the following reasons: the death of your spouse ; te rmination of your spouse's employment (for reasons other than gross misconduct) or reduction in hours worked; divorce or legal separation; or your spouse becomes entitled to Medicare.

If you are a DEPENDENT CHILD of a Mille Lacs Soil and Water Conservation District employee, you have a right to choose this continuation coverage if you lose group health coverage for any of the following reasons; the death of a parent; termination of a parent's

emplo yment (for reason other than gross misconduct) or reduction of hours worked; parents' divorce or legal separatio n; a parent beco mes ent it led to Medicare; or you cease to be a "dependent child" as defined by the group health plan.

YOUR RESPONSIBILITIES: The law requires that the emplo yee or a family member has the res ponsibi lity to inform Mille Lacs Soil and Water Conservation District of a divorce, lega l

separation, or a child losing dependent status within 60 days of that event. You will then rece ive notice of your continuation rights and will have 60 days from the date you would lose coverage because of these qualifying events to inform Mille Lacs Soil and Water Conservation District that you want continuation coverage. If you do not choose this cont inuati on coverage, your group health insurance coverage will end. If you do choose continuation coverage, you must pay the premium s by the specified dates or coverage will be terminated.

You may contact the Mille Lacs Soil and Water Conse rvation District's Office at (320) 983-2160 for further information.

EMPLOY EE NAME:\_ \_

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\_ \_ \_ \_ \_

\_ \_ \_ \_

\_ \_ \_ \_ \_

\_ \_ \_ \_ \_

POSITIONffITLE:

New Employee:

I, , do hereby acknowledge that my read ing and under standing the se personnel rules and reg ulat ions is a conditio n of my probation and that I will execute this form within two (2) weeks of my hire and I hereby agree to abide by these pe rsonnel rules and regulation s.

S IGNED:

E mplo yee

Date

CmTent Employee:

If I am a present employee of the Mille Lacs So il and Water Conservation D istrict and not a new hire, I acknowledge that these perso nnel rules and regulations supersede any previous personnel rules and regulation s that I may have been subject to. I have received explanation to my

satisfaction of each policy. I unde rstand the policy and will adhere to it.

S IGNED:

Employee

Date

