

**Office of the Water Engineer  
of the Flathead Reservation Water Management Board  
Personnel Policies**

2023-02-14

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## **Policy Set 1. Office of the Engineer Mission**

### **1.01 Who We Are**

The Office of the Water Engineer primarily serves as the implementation arm of the Flathead Reservation Water Management Board. We are all employees of the Board lead and supervised by the Water Engineer. Along with the Board, we are a government instrumentality charged with the implementation of the Unitary Administration and Management Ordinance portion of the Water Compact between the Confederated Salish and Kootenai Tribes, the State of Montana, and the United States.

### **1.02 What We Do**

The Office of the Water Engineer administers water right and water administration for purposes of providing and orderly and compliant use of water resources. We conduct our duties to benefit the people of the Flathead Indian Reservation. Our employment is one of public trust.

### **1.03 Culture and Expectations**

We strive to build trust and capacity to make our office a good place to work and ensure a professional, pleasant, efficient, productive, and safe workplace.

### **1.04 Important Acronyms and Terms**

- (A) ADA – American Disabilities Act
- (B) Compact –
- (C) CSKT – Confederated Salish and Kootenai Tribes
- (D) CWS – Compressed Work Schedule
- (E) DNRC – Montana Department of Natural Resources and Conservation
- (F) FLSA – Fair Labor Standards Act
- (G) FMLA – Family Medical Leave Act
- (H) FRWMB or Board – Flathead Reservation Water Management Board
- (I) FWS – Flexible Work Schedule
- (J) OE – Office of the Engineer, Office of the Water Engineer, or Flathead Reservation Office of the Water Engineer
- (K) PTO – Paid Time Off
- (L) Ordinance –

## **Policy Set 2. Authority, Updates, and Distribution**

### **2.01 Authority**

This policy provides the definitive policies for all employees of the Board, including the Water Engineer. This original policy and any subsequent updates are enacted through an official action of the Board at a formally noticed meeting of the Board and pursuant to a **unanimous** vote by the Board.

### **2.02 Updates**

Updates to this document will be documented by date on the cover page and will serve to replace all previous versions of OE Personnel Policies.

### **2.03 Distribution to Employees**

The most current version of OE Personnel Policies will be provided to all employees of the Board. The Water Engineer shall provide explanation of these policies to each employee of the Board at the time of distribution. The acceptance and acknowledgement of these policies will be documented in writing and added to each employee's personnel file.

### **2.04 Questions or concerns**

Direct all questions or concerns regarding these policies to the Water Engineer.

## **Policy Set 3. Non-Discrimination/Anti-Harassment & Accommodation**

### **3.01 Workplace Respect Mandate**

All OE employees are expected to develop and maintain business-like relationships free of bias, prejudice, and harassment. Employees have a responsibility to treat others with dignity and respect. Any employee found to have willfully exhibited inappropriate conduct or behavior against others may be subject to disciplinary action up to and including discharge.

The OE will not tolerate harassment or discrimination of employees by anyone, including any supervisor, manager, board member, co-worker, vendor, client, contractor, customer or other regular OE visitor.

### **3.02 Equal Employment Employer**

Equal employment opportunity is a fundamental principle at the OE, where employment is based upon personal capabilities without discrimination on the basis of any legally protected classification, such as race, color, religion/creed, sex (including pregnancy, gender, and sexual orientation), national origin, age, political ideas, vaccination status, genetic information, or disability, so long as those classifications/conditions don't affect the reasonable demands of the position or ability to perform the required tasks. This policy applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, layoff, discharge, training, and all other terms, conditions, and privileges of employment.

### **3.03 Accommodation**

The OE may provide employees reasonable accommodation for any mental or physical disability or religious belief/practice, etc. so long as the reasonable accommodation does not incur undue hardship for the OE. A reasonable accommodation does not mean the elimination of an essential function of the job.

### **3.04 ADA Compliance [Pending]**

### **3.05 Harassment Definition**

Harassment, including sexual harassment, consists of , but is not limited to, oral, written, or electronic communications (for example, voice mails, e-mails, text message, or other social networking tools) in the form of repeated and unwelcomed jokes, slurs, comments, visual images, or innuendos based on a protected class. Even mutually agreeable behavior, or behavior accepted between two or more people, can be offensive to others; for this reason it is prohibited in the workplace. Sexual harassments is a form of discrimination that includes unwelcome verbal or physical conduct of a sexual nature when:

- (A) submission to the conduct is implicitly or explicitly made a term or condition of employment;
- (B) submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual; or
- (C) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offense working environment.

### **3.06 Retaliation**

Neither the OE nor any of its employees will retaliate against any applicant, employee, or past employee for opposing unlawful discriminatory practices, reporting, or assisting in making a harassment or discrimination complaint or cooperating in a harassment or discrimination investigation. Retaliation in any form is ground for disciplinary action up to and including termination of OE employment.

### **3.07 Reporting Procedures**

All employees are responsible to help ensure that the OE avoids harassment, discrimination, or retaliation in the workplace. Whenever possible, any person who is experiencing harassment, discrimination, or retaliation, should inform the person engaging in the conduct that it is unwelcome and request that it stop. Employees who believe they have been subjected to harassment, discrimination, or retaliation, or have witnessed such behavior in the workplace, should immediately report this information to your supervisor or a Board member. Reports will be documented by the receiving supervisory or Board member, in writing, to include the details of the report, such as time, parties involved, subject material and context of the claim that harassment, discrimination, or retaliation in the workplace has occurred.

### 3.08 Corrective Action

The OE and/or the Board will attempt to investigate all written reports of harassment, discrimination, and retaliation thoroughly, to the fullest extent practicable. The OE will keep complaints and the terms of their resolution confidential; however, it cannot guarantee complete confidentiality to complete a thorough investigation. If an investigation confirms that a violation of this policy has occurred, The OE or the Board will take appropriate corrective action including discipline up to and including termination of OE employment **or, if the harassment, discrimination, or retaliation is conducted by a Board member, recommending the offending Board member be removed pursuant Board bylaws #####.**

## Policy Set 4. Employee Conduct

### 4.01 Public Trust -- Public Duty

The holding OE employment is a public trust, created by the confidence that the electorate reposes in the integrity of public employees. An OE employee shall carry out the individual's duties for the benefit of the people of the Flathead Indian Reservation and the State of Montana.

### 4.02 Money Collected

Any money collected in the actions of the OE that is not reimbursement for the cost of the action must be deposited in the OE general fund.

### 4.03 Confidential Information

An OE employee may not: disclose or use confidential information acquired in the course of official duties in order to further substantially the individual's personal economic interests.

### 4.04 Gifts

An OE employee may not accept a gift of substantial value or a substantial economic benefit tantamount to a gift that would tend improperly to influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties; or that the person knows or that a reasonable person in that position should know under the circumstances is primarily for the purpose of rewarding the person for official action taken.

- (A) If such gifts are received, they should be returned with the explanation that acceptance is contrary to OE business practices.
- (B) An OE employee may accept unsolicited gifts with a value of \$75.00 or less per occasion provided that the value of the individual gifts received from any one person, vendor, customer or claimant does not exceed \$75.00 in a calendar year.
- (C) A pattern of nonsubstantial gift/meals offer/acceptance should be reported to your immediate supervisor.
- (D) The following are defined as an economic benefit tantamount to a gift:



- (i) A loan at a rate of interest substantially lower than the commercial rate currently prevalent for similar loans; and
  - (ii) Compensation received for private services rendered at a rate that substantially exceeds the fair market value of the services
- (E) The following are excluded from the definition of a gift:
- (i) Any gift that is not used and that within 30 days after receipt is returned to the donor or delivered to a charitable organization or the OE and that is not claimed as a charitable contribution for federal income tax purposes
  - (ii) food or drink you consume while participating in a charitable, civic, or community event related to your employment or that you are attending in an official capacity.
  - (iii) educational materials directly related to official government duties;
  - (iv) an award publicly presented in recognition of public service; and
  - (v) educational activity that does not place or appear to place you under any obligation, clearly serves the public good, and is not lavish or extravagant.

#### **4.05 Duplicative Salaries**

An OE employee may not receive salaries from two separate employment positions that overlap for the hours being compensated by the OE. An OE employee shall disclose employment in addition to their position with the OE that includes schedule, general nature of the work, and any potential conflicts of interest in relation to their work with the OE. The management of conflicts of schedule and conflicts of interest is governed by the OE employee's supervisor. The following exceptions apply to overlapping compensation:

- (A) the employee reimburses the entity from which the employee is absent for the salary paid for performing the function from which the employee is absent; or
- (B) the employee's salary is reduced by the amount received from the other public employer to avoid duplicate compensation for the overlapping hours; or
- (C) the income received is from the use of accrued leave or compensation time during the period of overlapping employment.

#### **4.06 Disclosure of Conflicts of Interest**

The OE and the Board requires disclosure of certain information under circumstances:

- (A) An OE employee shall, prior to acting in a manner that may impinge on public duty, including the award of a permit, contract, or license, disclose the nature of a private interest that creates the conflict. The OE employee shall make the disclosure in writing to their supervisor, listing the amount of private interest, if any, the purpose and duration of the services rendered, if any, and the compensation received for the services or other information that is necessary to describe the interest. If the OE employee then performs the official act involved, the OE employee shall state for the record the fact and summary nature of the interest disclosed at the time of performing

the act.

- (B) An OE employee may not solicit or accept employment or engage in negotiations or meetings to consider employment with a person whom you regulate in your official duties, without first giving notice to your supervisor.

#### **4.07 OE and Board Property for Private Business Purposes**

As an OE employee you may not use OE time, facilities, equipment, supplies, personnel, or funds for private business purposes. This includes soliciting support for or opposition to any political committee, the nomination or election of any person to public office, or the passage of a ballot issue unless authorized by law or properly incidental to another activity required or authorized by the law.

#### **4.08 OE Employees and Former Employees Not to have Interest in Contracts**

OE employees may not be interested in any contract made by them in their official capacity if they are directly involved with the contract. A former OE employee may not, within 6 months following the termination of employment, contract or be employed by an employer who contracts with the OE or the Board involving matters with which the former OE employee was directly involved during employment.

- (A) "be interested in" does not include holding a minority interest in a corporation.
- (B) "contract" does not include:
  - (i) contracts awarded based on competitive procurement procedures conducted after the date of employment termination;
  - (ii) merchandise sold to the highest bidder at public auctions;
  - (iii) investments or deposits in financial institutions that are in the business of loaning or receiving money; and
  - (iv) a contract with an interested party if, because of geographic restrictions, a local government could not otherwise reasonably afford itself of the subject of the contract. It is presumed that a local government could not otherwise reasonably afford itself of the subject of a contract if the additional cost to the local government is greater than 10% of a contract with an interested party or if the contract is for services that must be performed within a limited time period and no other contractor can provide those services within that time period.
- (C) "directly involved" means the person directly monitors a contract, extends or amends a contract, audits a contractor, is responsible for conducting the procurement or for evaluating proposals or vendor responsibility, or renders legal advice concerning the contract.
- (D) "former employee" does not include a person whose employment with the OE was

involuntarily terminated because of a reduction in force or other involuntary termination not involving violation of the provisions of this title.

#### **4.09 Unwarranted Privileges:**

An OE employee may not:

- (A) engage in any activities including lobbying on behalf of an organization of which you are a member while performing your job duties;
- (B) participate in a proceeding when an organization of which you are an officer or director is either involved in a proceeding before your agency that is within the scope of your job duties, or attempt to influence a local, state or federal proceeding in which you represent the state.
- (C) Within 12 months following voluntary termination, obtain employment taking advantage, unavailable to others, of matters with which you were directly involved while employed by OE. (Matters include rules which you helped formulate and claims or contested cases in which you were actively involved.)
- (D) Within 6 months of termination, contract or be employed by someone who contracts with the state involving matters with which you were directly involved during your employment with the state. (This does not apply to contracts awarded to the low bidder based on a competitive process or to merchandise sold to the highest bidder at public auction. It also does not apply to you if you were terminated due to a reduction in force.)

#### **4.10 Drug Free Workplace**

It is the policy of the Board and the OE that the unlawful manufacture, distribution, dispensing, possession, or use of dangerous drugs as defined in Section 50-32-101 MCA, by any employee in the workplace or in a work status is prohibited. An employee who violates this policy is subject to discipline action, up to and including termination of OE employment or termination of OE contract. This policy applies to full-time employees, part-time employees, temporary employees, and contractors operating on OE premises. OE employees witnessing a violation of the drug free workplace standards above is required to report it to their supervisor or a Board member.

#### **4.11 SMOKING / TOBACCO USE Prohibited**

The use of tobacco and marijuana products including but not limited to cigarettes, cigars, pipes, vaping equipment, and smokeless tobacco is prohibited inside any of the OTE's facilities or vehicles. This policy relates to all work areas always, including before and after normal working hours. Any violation of this policy may result in appropriate corrective disciplinary action, up to and including discharge.

#### 4.12 Personal and Family Relationship

The purpose of this policy is to avoid conflict of interest or the appearance of a conflict of interest as could be created by personal and/or familial relationships in the workplace.

##### (A) Terms

- (i) Personal Relationship is defined as a relationship of an intimate or romantic nature or of such a nature that it could result in an allegation of conflict of interest.
- (ii) Family Relationship is defined as a relationship through blood, marriage, or membership in the same household, including domestic partnerships.
- (iii) Conflict of interest for this policy is defined as any action taken that will benefit the employee or others in a personal or family relationship with that employee.

(B) No employee shall participate in employment, workplace and supervisory decisions involving a direct benefit to any person with whom they have a Personal or Family Relationship. This includes, but is not limited to, decisions involving employment, pay, disbursement, reimbursement, or the administration of contracts.

(C) It is the responsibility of each employee to abide by this policy, as well as to disclose situations involving a conflict of interest or the possible appearance of a conflict of interest to his or her supervisor. Failure to comply with this policy could result in disciplinary action up to and including the termination of employment.

(D) If a hiring official or hiring team member has a personal or family relationship with any applicant for a vacant position, he/she must notify his/her supervisor as soon as they are aware that a person with whom they have such relationship is applying for or has applied for a vacant position. The supervisor shall discuss the situation with their supervisor.

(E) Typically, a competitive hiring process does not have to be utilized for temporary hires. However, if individuals with a personal or family relationship to an employee within the work unit wish to be hired in a temporary position, a competitive process should be used. A representative from the Board should serve as the hiring team leader when individuals with a personal or family relationship are in the applicant pool for either temporary or permanent positions.

(F) Exceptions to this policy will be approved by the Board.

(G) If current employees are married or enter into a personal relationship that could create or have the appearance of creating a conflict of interest, they should immediately notify their supervisor.

#### 4.13 Attire, Appearance, and Hygiene

(A) Dress Code: All employees should dress in business professional or business casual and avoid clothes with stamps or markings that are offensive or inappropriate for an office setting. Clothing should be kept clean, neat, and in good repair.

- (B) Hygiene: All employees should maintain personal cleanliness and grooming habits that reflect a professional image for both the employee and the OE. The use of perfume and strong-smelling products that may cause allergic reactions by coworkers and clients is discouraged.
- (C) Supervisors can specify additional or alternative dress and grooming requirements based on the business, health, and safety needs.
- (D) If employees require a reasonable accommodation regarding their dress for bona fide health and/or religious reasons, they should contact their supervisor to discuss an exception to the personal appearance guidelines. Unless it would constitute an undue hardship or safety hazard, The OE will accommodate such reasonable requests.

## **Policy Set 5. Position Descriptions, Classification, & Performance Planning**

### **5.01 Position Descriptions**

Position Descriptions provide a fundamental definition of each position at the OE. Position descriptions provide the outline for each employee's detailed annual workplan and also set the sideboards for any promotion potential.

- (A) All new employees will review their position description during the first weeks of hire.
- (B) Each employee will have a position description that includes:
  - (i) position title, within level ranking, and date of revisions;
  - (ii) designation as FLSA exempt/non-exempt status;
  - (iii) supervisor;
  - (iv) employee duty station and schedule;
  - (v) status for remote work (1 day a week for example);
  - (vi) identification of essential and auxiliary duties and functions;
  - (vii) essential functions (which are usually transferred to the employee performance evaluation tool);
  - (viii) working conditions and physical requirements such as majority of work is performed in standard office environment;
  - (ix) list of general Personal Protective Equipment needed for the position;
  - (x) minimum qualifications needed for the position; and
  - (xi) Signature affirming that the employee has met with the supervisor to read and understand the position description.
- (C) Acknowledged position descriptions will be part of an employee personnel record.
- (D) An employee may be required to assist in drafting updates to their position description; position descriptions are approved and finalized by the employee's supervisor.

## 5.02 Classification

All employees will be classified as exempt or non-exempt in their position descriptions pursuant Federal CFR Title 29, Subtitle B, Chapter V, Subchapter A, Part 541. A job title alone is insufficient to establish the exempt status of an employee. The exempt or nonexempt status of any particular employee must be determined on the basis of whether the employee's salary and duties meet the requirements of the regulations in this part. Classification documentation for each position will be an addendum and fundamental component of each position description.

### (A) Non-Exempt & Exempt, Generally

**Non-Exempt employees** are subject to minimum wage and overtime pay requirements for hours worked over 40 in a workweek, in accordance with Federal and State Wage and Hour Laws.

**Exempt employees** are classified as such if their job duties are exempt from overtime pay and/or minimum wage requirements as determined by Federal and State Wage and Hour Law definitions.

### (B) Compensation for Exempt Employees

As per Federal CFR 541.604 An employer may provide an exempt employee with additional compensation without losing the exemption or violating the salary basis requirement, if the employment arrangement also includes a guarantee of at least the minimum weekly-required amount paid on a salary basis.

An exempt employee's earnings may be computed on an hourly, a daily or a shift basis, without losing the exemption or violating the salary basis requirement, if the employment arrangement also includes a guarantee of at least the minimum weekly required amount paid on a salary basis regardless of the number of hours, days or shifts worked, and a reasonable relationship exists between the guaranteed amount and the amount actually earned.

## 5.03 Performance Planning

Performance tracking is an important part of OE employee performance feedback, support, and correction when needed. OE performance planning consists of regular performance assessments, performance promotion plans, and performance improvement plans.

- (A) Performance assessments will occur regularly at informal 90-day review cycles and then at formal 180-day review cycles. Performance assessments will include:
  - (i) review of position descriptions,
  - (ii) generation and updates of annual work plans, which are a part of the performance assessment;
  - (iii) generation and updates of professional development plans, which are a part of the performance assessment;

- (iv) generation and updates to performance promotion or performance improvement plans, which are part of the performance assessment.
- (B) An employee may be required to draft their own performance assessments; performance assessments are approved and finalized by the employee's supervisor.
- (C) Performance assessments become a part of an employee's personnel file.

#### **5.04 Employee Discipline**

It is the policy of the OE and the Board that OE employees who fail to perform their jobs in a satisfactory manner or whose behavior interferes with or disrupts agency operations be subject to disciplinary action, up to and including discharge;

- (A) Disciplinary action may be administered for just cause;
- (B) All disciplinary actions should be documented by the OE employee's supervisor and added to the OE employee's personnel file, either permanently or temporarily until such time as the disciplinary proceedings are fully resolved.
- (C) Just cause means reasonable, job-related grounds for taking a disciplinary action based on failure to satisfactorily perform job duties, or disruption of agency operations. Just cause may include, but is not limited to: an actual violation of an established agency standard, procedure, legitimate order, policy, or labor agreement; failure to meet applicable professional standards; criminal misconduct; wrongful discrimination; deliberate misconduct; negligence; deliberately providing false information on an employment application; willful damage to public or private property; workplace violence or intimidation; harassment; unprofessional or inappropriate behavior; or a series of lesser violations;
- (D) the OE supervisor will inform OE employees of the just cause for formal disciplinary actions; and
- (E) the OE supervisor will offer OE employees the opportunity to respond to formal disciplinary actions.
- (F) Informal Discipline: At its discretion, the employee's supervisor may use informal discipline prior or in addition to formal discipline to address performance deficiencies or misconduct.
- (G) Formal Discipline:
  - (i) When formal disciplinary action is necessary, just cause, due process, and documentation, or other evidence of the facts are required.
  - (ii) Management may determine the appropriateness of using progressive discipline on a case-by-case basis.
  - (iii) In each formal disciplinary action, management shall give the employee a written notification that includes, but is not limited to:

- 1) just cause or reason for the disciplinary action;
  - 2) disciplinary action to be taken;
  - 3) dates, times, duration, location;
  - 4) improvements or corrections expected, if applicable; and
  - 5) consequences of failure to make the improvements or corrections.
- (iv) The employee's supervisor shall offer the OE employee the opportunity to review the notice of formal disciplinary action and to acknowledge its receipt by signing and dating the notice. The employee's signature does not necessarily mean the employee agrees with the disciplinary action. If the employee refuses to sign the notice, management shall make note of that fact.
- (v) Management shall offer the employee the opportunity to respond to the notice of formal disciplinary action either orally or in writing.

(H) Progressive Discipline [Pending]

(I) Consequence of Failure [Pending]

(J) Employee Assistance [Pending]

(K) Employee Coaching [Pending]

(L) Suspension Proceedings [Pending]

(M) Termination Proceedings [Pending]

## **5.05 Performance Improvement Plan [Pending]**

### **5.06 Probationary Period**

The OE sets a twelve (12) month probationary period as part of the new employee selection process. The probationary period is an opportunity for management to evaluate a newly hired employee's performance and for the newly hired employee to evaluate the OE.

- (A) In certain situations a new employee's probationary period may be reduced or eliminated; those circumstances include, but are not limited to:
- (i) The new hire holds a permanent status with the Federal, Tribal, State, or public service where they are currently employed before accepting a position with the OE;
  - (ii) The new hire is offered another position and the OE would like to incentivize the new employee to remain in the employment of the OE; or
  - (iii) Competitive hiring conditions require additional incentives to attract highly desired applicants to a specific position.
- (B) Waiving all or a portion of an employee's requires an action from the Board.
- (C) A supervisor or the Board Chair may reinstate or extend an employee's probationary period due to performance issues coinciding with the performance improvement plan.



- (D) During the probationary period, employment may be terminated by the employee or by management on notice to the other for any reason or no reason. The termination shall be considered as without prejudice, unless the reason for dismissal by management warrants documentation. Newly hired employees who are terminated during the probationary period have no appeal rights under the Department's grievance procedure. Termination by the EO during the probationary period may not violate the EO's EEO and anti-discrimination/harassment policies.
- (E) Procedures: At hire, the employee is informed of the probationary period and estimated probationary end date. During the orientation period the immediate supervisor must inform the employee of the performance standards by which the employee will be evaluated.
- (F) The immediate supervisor shall make a reasonable effort during the probationary period to ensure the employee receives adequate training and coaching when appropriate for the requirements of the position. Before the end of the probationary period the immediate supervisor will write a memo to the Board covering one of the following areas:
  - (i) Employee's probationary period is being extended and indicate how many months with deficiencies notes; or
  - (ii) Employee has successfully completed the probationary period.
  - (iii) Employee will be terminated by giving written notice to the employee with no reason given, or if termination is with prejudice, with a written reason for the termination; or
  - (iv) Employee has voluntarily terminated.

**5.07 Performance Promotion Plan [Pending]**

**5.08 Employee Promotion [Pending]**

**5.09 Employee Awards**

**(A) Outstanding Performance Awards**

The OE and Board Performance Awards provide recognition for employees who have made significant achievements in the course of their work for the OE and the Board. All employees are eligible and it is the supervisor's or Board member's responsibility to recommend employees deserving of an award to the Board. The consideration of performance awards will be conducted by the Board during a closed executive session, while the awarding of performance awards will be conducted at an open public meeting of the Board. Annual outstanding performance awards can include, when applicable:

- (i) FRWMB Employee of the Year Award (lump sum up to \$250);
- (ii) Water Engineer's Employee Excellence Award (lump sum up to \$200);
- (iii) Outstanding Field Work Award (lump sum of \$150);
- (iv) The IT Crowd Award (lump sum of \$100); and/or

(v) Most Improved Employee (lump sum of \$50).

**(B) Years of Service Awards**

The OE will recognize years of service for every five years of service provided to the OE and the Board. Each employee will receive a gift signifying years in service.

**(C) Safety Awards**

The Water Engineer will recognize and encourage OE safety from time to time by providing safety awards to staff and, in some cases, Board members. Awards will serve both function and OE brand recognition for on-the-job use.

## **Policy Set 6. Attendance, Breaks, Schedules, & Telework**

### **6.01 Attendance**

**(A)** Regular attendance pursuant and employee's position description is an important job responsibility and an essential function of all OE positions. Employees are expected to be at work on all scheduled workdays, during all scheduled work hours, and to report to work on time.

On time means being properly dressed and prepared to begin work at the start of your scheduled work period. If an employee is unable to report to work or is going to be late, the employee must personally notify employee supervisor within 30 minutes of expected report time.

**(B)** Irregular attendance, unexcused absences, tardiness, and unreported absences are disruptive to the business, will not be tolerated, and may be cause for disciplinary action, up to and including discharge. Non-exempt employees who have unexcused or unreported absences or tardiness will not receive pay for the time not worked.

An unexcused absence is one in which the employee calls in on or before the day employee will be out, and gives a reason the OE considers, at its discretion, unacceptable.

An unreported absence means one in which the employee does not contact the OE the day employee is out. In the event of an unreported absence for a period of three consecutive workdays, the OE shall consider the employee to have voluntarily terminated employee employment.

Note: The OE reserves its right to request a doctor's certification regarding an absence or for fitness to return to work.

### **6.02 Breaks**

On a typical workday, OE employees have access to paid, unpaid, and ½ paid breaks.

**(A)** Paid Breaks: For each day of work, OE employees have two 15 minutes in duration paid breaks, one of which is taken during the morning and one of which is taken during

the afternoon. These paid breaks are paid at the employee base rate.

- (B) Unpaid Breaks: For each workday, OE employees are allowed an unpaid lunch break for a minimum of 30 minutes for the midday meal. The break can be extended if the employee doesn't have conflicting scheduled work. Taking an unpaid lunch break isn't mandatory.
- (C) Wellness Breaks: Three times per week, scheduling around pressing work projects and meetings; an employee may take up to 30 minutes of wellness break, in which they will be paid for ½ of the 30-minute break so long as the employee does some type of exercise that may include, but is not limited to:
  - (i) walking, jogging, running, etc.;
  - (ii) stretching, yoga, Thai Chi, Pilates, etc.;
  - (iii) weight training; calisthenics; conditioning; cross-fit; etc.;
  - (iv) meditation; breathing exercises; etc.; and
  - (v) other activity as approved by your supervisor.

#### 6.03 Work Schedule Status (Full, Part, Temp)

- (A) Full-Time is an employee who works an average of 40 or more hours per week on a regular basis;
- (B) Part-Time is an employee who works an average of less than 32 hours per week on a regular basis; and
- (C) Temporary Employees is an employee who is employed full-time or part-time for a specific job assignment or limited duration, or during certain periods of time depending upon the demand of work as determined by the OE and the Board.

#### 6.04 Work Schedules Allowed

The OE recognizes Flexible Work Schedules and Fixed Work Schedules

- (A) Flexible Work Schedules consist of workdays with (1) core hours and (2) flexible hours. Core hours are the designated period of the day when all employees must be at work. Flexible hours are the part of the workday when employees may (within limits or "bands") choose their time of arrival and departure. Within limits set by their agencies, FWS can enable employees to select and alter their work schedules to better fit personal needs and help balance work, personal, and family responsibilities. These are the standard work schedules for OE employees.
- (B) Fixed Work Schedules lack flexibility and are typically used when an employee has shown they need more structure in order to achieve their duties and responsibilities. Fixed Work Schedules may be part of a performance improvement plan and coincide with additional time reporting requirements.
- (C) Work Schedules are established and updated for individual employees in their position

descriptions.

## 6.05 Telework

Telework is a voluntary flexible work arrangement where a designated employee may work from an approved, designated alternative worksite one or more days per week, instead of physically traveling to the OE physical address.

- (A) A telework agreement is required when telework is expected to last longer than two weeks.
- (B) Telework eligibility is a voluntary benefit of employment, and determinations will be based on:
  - (i) the role and function of the employee;
  - (ii) the needs of the organization; and
  - (iii) the availability of a suitable alternative worksite
- (C) The use and approval of telework is at the sole discretion of the OE supervisor, in partnership with the Board.
- (D) If a telework request is denied, the employee's supervisor should inform the employee of the reason for denial.
- (E) Teleworking employees must select and have approved a designated alternative worksite at which most telework shall be performed. Prior approval is required from the supervisor to work temporarily from a location other than the previously approved alternative work site.
- (F) The OE may establish telework as a condition of employment based on business need when it is in the state's best interest as determined and documented by the agency. This requirement must be included for all new hires when the position is advertised and in correspondence offering employment.
- (G) An employee's compensation, benefits, insurance, retirement, and contributions to voluntary retirement savings plans will not change because of the employee's telework status or eligibility determination.
- (H) Employee Responsibilities:
  - (i) A teleworking employee and all teleworking agreements shall comply with all applicable OE policies and procedures. This requirement includes the Fair Labor Standards Act (FLSA) and Montana wage and hour laws.
  - (ii) Telework shall not be used in place of leave when an employee is unable to perform work. Employees are expected to notify their supervisor and follow agency leave policies and procedures to request time off during the established telework time periods for vacation, sick time, or any other reason that prevents work being performed during scheduled telework.

- (iii) A teleworking employee is responsible for meeting performance expectations and standards and maintaining satisfactory work performance at equivalent or higher levels as compared to the employee's time spent at the central worksite.
- (iv) Prior to the start of an employee's telework arrangement, the supervisor and employee must agree to a primary, designated alternative worksite and determine and formalize the employee's work schedule, including core working hours, breaks, and use of accrued leave. Work hours must be documented the same as if the employee were physically located at the office.
- (v) Employees may not perform personal activities, including dependent-care activities, doctor's appointments, or other personal errands, during scheduled telework time. Employees must follow applicable leave policies for leaves of absence during work hours the same as when working at the office.
- (vi) Supervisors may require employees to report to the office as needed to attend work-related meetings or other events. Unless designated as an in-person-only meeting or event, a teleworking employee is expected to attend meetings or events as scheduled using video conference, phone conference, or other applicable technology.
- (vii) During hours of the telework schedule, a teleworking employee must be reachable by co-workers, supervisors, the Water Engineer and the Board. A teleworking employee must notify assigned office staff and/or the employee's supervisor if the employee leaves the designated alternative worksite during work hours, the same as when working at the office.
- (viii) Unless otherwise indicated in this policy or as explicitly authorized by the supervisor, the teleworking employee is responsible for supplies and expenses (i.e., operating costs) necessary to perform telework at the designated alternative worksite, including but not limited to internet and telephone connection equipment and costs. Approval must be received from a supervisor for any expenses that may be incurred for which the employee seeks reimbursement.
- (ix) The teleworking employee is responsible for establishing and maintaining a safe, suitable, and distraction-free work environment at the employee's designated alternative worksite and/or any other temporarily approved telework location. A teleworking employee must attest to the suitability of the employee's designated alternative worksite prior to the worksite being approved by the supervisor and HR representative.
- (x) Unless approved for use, in-person business meetings may not be held at the designated alternative worksite. When teleworking, meetings should be conducted via video conference, phone conference, or other applicable technology.
- (xi) A teleworking employee must work with the employee's supervisor to arrange access to any confidential or sensitive information necessary to perform work while

working at the designated alternative worksite. A teleworker is responsible for protecting the privacy and confidentiality of data and information at the telework location, which includes compliance with enterprise security policies. A teleworker must ensure the security of data and information that is transported to and from the central worksite, designated alternative worksite, or any other telework location.

- (xii) Any insurance for OE-owned equipment is the responsibility of the OE and the Board. The OE is not responsible for insuring the designated alternative worksite. The teleworking employee is responsible for purchasing personal insurance for employee-owned equipment and for the designated alternative worksite, if desired. The agency is not responsible for any loss or damage to any employee-owned equipment.
  - (xiii) A teleworking employee is responsible for promptly notifying the employee's supervisor of an equipment malfunction, failure of either state-owned or employee-owned equipment needed to complete assigned work, or connectivity issues. If the malfunction prevents the employee from performing assigned tasks, the employee must notify the supervisor immediately, and the employee may be assigned to another project and/or work location. An employee may use available PTO, comp time, or unpaid leave until the employee is able to return to working productively.
  - (xiv) If the office is closed due to a natural or human-made emergency, any employee scheduled or able to telework is expected to work as normally scheduled, unless otherwise notified by the supervisor.
- (I) Termination of Agreement: Telework may be terminated by either the employee or the OE. Supervisors may terminate the telework agreement at their discretion. Employees and supervisors are encouraged to give at least five days advance notice when a decision is made to terminate the telework agreement.

## Policy Set 7. Leave Benefits

### 7.01 Types of Leave

- (A) Paid Holiday Leave
- (B) Paid Time Off (Annual and Sick Leave Combined)
- (C) Administrative Leave
- (D) Family Medical Leave Act Leave
- (E) Bereavement Leave
- (F) Jury and Witness Duty Leave

## 7.02 Paid Holiday Leave

(A) The OE and the Board recognize the following paid holidays:

- ⚙ New Year's Day (January 1)
- ⚙ Birthday of Dr. Martin Luther King, Jr. (Third Monday in January)
- ⚙ President's Day (Third Monday in February)
- ⚙ Memorial Day (Last Monday in May)
- ⚙ Juneteenth National Independence Day (June 19)
- ⚙ Independence Day/Arlee Celebration (July 4)
- ⚙ Labor Day (First Monday in September)
- ⚙ Indigenous People's Day (Second Monday in October)
- ⚙ Standing Arrow Pow Wow (July 15-17)
- ⚙ Veteran's Day (November 11)
- ⚙ Thanksgiving Day (Fourth Thursday in November)
- ⚙ Christmas Day (December 25)

If any of the holidays fall on a Sunday, the Monday following is a holiday. If any of the holidays fall on a Saturday, the Friday preceding is a holiday.

- (B) To be eligible for paid holiday leave, an employee must be in work status or be on approved paid leave status. Employees on an unpaid leave of absence will not receive paid holiday leave.
- (C) Paid holiday leave hours are granted based on the percent of a full-time schedule an employee is scheduled to work during the week that the paid holiday occurs, regardless of whether the employee is specifically scheduled to work on the actual day of the week upon which the paid holiday falls. Paid holiday hours are granted are prorated based on the percent of a full-time schedule the employee works.
- (D) Each hour of paid holiday leave is paid at an employee's regular hourly rate during the time upon which the paid holiday occurs.
- (E) No work shall be performed on a holiday unless authorized by the Water Engineer or the Board Chair or Vice Chair.
- (F) If an employee, exempt or non-exempt, works on a holiday, the employee will earn their regular hourly compensation, plus paid holiday leave for which they are eligible.

## 7.03 Paid Time Off (PTO)

OE employees earn paid time off ("PTO") that incorporates vacation, sick, and personal time into one accrual. This plan is applicable to all full-time and part-time employees, except for some temporary employees.

- (A) Employees begin accruing PTO on their start date with the OE **or starting January 01, 2023, whichever occurs later in time.**

- (B) PTO accrual is calculated and credited each bi-weekly pay period. Accrual is based on both the total years of service and the time paid at the regular rate in a pay status. PTO may not be taken retroactively but it can be advanced up to 40 hours on approval by the employee’s supervisor or the Board Chair.
- (C) PTO accrual is based on an employees regularly scheduled hours when the employee is in pay status; PTO does not accrue on any time designated as overtime, comp time, approved unpaid leave, or leave without pay.
- (D) Employees in a pay status less than 80 hours in a bi-weekly pay period accrue PTO on a pro-rated basis.
- (E) PTO accrual rates are defined by table below:

**OE PTO Leave Accrual Rates**

<b>Years of Full-Time Service</b>	<b>Hours / Hour Worked</b>	<b>Days/ Week</b>	<b>Hours/ Pay Period</b>	<b>Hours/ Year</b>	<b>Days/ Year</b>
<3 years	0.1000	4	8.0	208.0	26.00
3 to 6 years	0.1075	4.3	8.6	223.6	27.95
6 to 9 years	0.1200	4.8	9.6	249.6	31.20
9 to 12 years	0.1250	5	10.0	260.0	32.50
12 to 20 years	0.1325	5.3	10.6	275.6	34.45
>20 years	0.1450	5.8	11.6	301.6	37.70

- (F) Determination of years of services
  - (i) Years of service are determined with one year of service for each period of 2,080 hours of service following the initial date of employment with the OE.
  - (ii) Employees may also receive credit towards years of service for previous Federal, Tribal, State, or public employment. Previous public employment qualifies when the previous employing agency was a constituted department, board, or commission of state, county, or city government.
  - (iii) Employees must produce documentation of previous eligible employment to receive credit towards years of service. Documentation must contain hours worked and be sourced from past payroll or personnel documents from the previous employer. All uses of previous eligible employment used for credit towards years of service must be approved by the Engineer or the Chair and the approval must be documented in the employee’s personnel file.
  - (iv) Employees begin earning leave at the adjusted rate the first day of the next pay period following the receipt of documentation for previous eligible service. Leave balances and accrual rates may not be adjusted retroactively.



(G) Use of PTO

(i) The use of PTO for vacation and personal leave must be approved by your supervisor. Requests for use should occur as much in advance as is practicable, but no less than 48 hours in advance. PTO requests for periods longer than three days must be approved in writing; OE digital calendar invitation acceptance by the employee's supervisor constitutes written approval.

(ii) PTO cannot be used during the same pay period in which it is accrued.

*Example:* if an employee has a zero balance of PTO when starting pay period #2, they cannot use any of the PTO accrued during hours worked in pay period #2 during pay period #2; those hours would not be available to use until pay period #3. The amount of PTO that could be used during pay period #3 will be limited, in this case, to those PTO hours earned during pay period #2. and used in the same pay period. PTO cannot be used before it is accrued.

(H) Maximum Accrual and Carry-over Limits

(i) Employees may accumulate PTO balances up to two times the eligible accrual rate per year. Balances exceeding the two times annual PTO accrual are considered "excess." Except as provided in this policy, excess PTO will be forfeited unless used within 90 calendar days from the last day of the calendar year in which the excess leave was earned.

(ii) The Water Engineer is responsible for actively managing PTO for all employees by providing reasonable opportunity for an employee to use rather than forfeit accumulated PTO. To avoid forfeiture of PTO, the Water Engineer is encouraged to work with employees who have excess PTO balances as early as possible in the 90-day grace period or at an earlier time if the employee's leave balance is projected to exceed two times the annual PTO accrual rate.

(iii) Employees are responsible for making a reasonable written request to use excess PTO during the 90-day grace period. The Water Engineer may approve all, some, or none of the employee's request by written response within five working days from the receipt of the request. If the original request is not approved, the supervisor and the employee may negotiate alternate leave dates during the 90-day grace period.

(iv) If the Water Engineer denies all or any portion of the written request, the Water Engineer and the employee must work together to ensure that the employee may use the excess PTO before the end of the calendar year. Any excess PTO not used by the end of the calendar year in which the grace period was extended must be forfeited.

(I) PTO payouts

(i) It is understood that PTO includes both annual and sick leave combined and that

standardly sick leave payouts are made at a lower percentage of an employee's base rate than annual; when combined for payout purposes, the OE will compensate an employee at a rate of 70% of their base rate for PTO.

- (ii) PTO payouts in lieu of leave can be in circumstances where an employee is at risk of forfeiting PTO due to the maximum accrual policy set forth in (H) above and both the employee and **the Board** approve the payout in lieu of leave and document the event, including hours converted to payment, in the employee's personnel file.
- (iii) Upon ending employment with the EO, and employee's hourly balance of PTO will be paid out as per (i) above.

#### **7.04 Administrative Leave**

Administrative leave temporarily relieves and employee of their normal job responsibilities. The employee is asked to remain at home during regular work hours but continues to receive regular pay and benefits. Administrative leave is a type of paid leave.

- (A) Administrative leave can be authorized by the Water Engineer, the Board Chair, or the Board Vice Chair.
- (B) Reasons for administrative leave may include:
  - (i) OE closure due to weather, safety, or health concerns
  - (ii) To investigate allegations of misconduct
  - (iii) To remove an employee from the workplace pending assessment

#### **7.05 Family Medical Leave Act**

Pursuant to federal law, as a public agency, the OE adheres to the Family Medical Leave Act. The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

- (A) Eligibility – to be eligible for FMLA leave, the employee must have:
  - (i) worked for the OE a minimum of 12 months, which need not be consecutive or served just prior to taking leave; and
  - (ii) been in a pay status with the OE for at least 1,040 hours during the 12-month period immediately preceding the commencement of leave.
- (B) Loss of Eligibility – an employee's eligibility and protection under the FMLA end when:
  - (i) an employee gives the OE or the Board unequivocal notice of the employee's intent not to return to work;
  - (ii) the employee exhaust all FMLA leave benefits for the covered periods; or
  - (iii) the employee exhausts all FMLA leave and is unable to return to work.
- (C) Basic FMLA Leave: Eligible employees may take up to 12 workweeks of FMLA leave within a 12-month period for certain types of family and medical leave. The 12-month

period begins on the first day an employee takes FMLA leave. Eligible employees may use leave for one or more of the following FMLA-qualifying reasons within the 12-month period:

- (i) the birth of a child and to care for the newborn child within one year of birth;
  - (ii) the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - (iii) to care for the employee's spouse, child, or parent who has a serious health condition;
  - (iv) a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - (v) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty or notified of an impending call or order to covered active duty.
- (D) More information about FMLA may be obtained here and the language in the FMLA takes precedence on defining the terms of FMLA enactment:  
<https://www.dol.gov/agencies/whd/fmla>
- (E) Employee FMLA Leave Obligations: an employee requesting FMLA leave must provide:
- (i) at least a 30-day advance oral or written notice of the need to take FMLA leave when the need is foreseeable;
  - (ii) or timely notice, as soon as possible and practical, when the leave is not foreseeable;
  - (iii) sufficient information for the employer to understand the leave is for an FMLA-qualifying reason.
- (F) Employee notice of need to take FMLA must include enough information for their EO supervisor to determine whether the FMLA leave request is qualifying. This might include or explain that:
- (i) a medical condition renders them unable to perform the functions of their job;
  - (ii) they are pregnant;
  - (iii) they have been hospitalized over night;
  - (iv) they or a covered family member are under continuing care of a healthcare provider;
  - (v) the leave is because of a qualifying exigency caused by a military member being on covered active duty or notified of an impending call or order to covered active duty;  
or
  - (vi) the leave is for a family member unable to perform daily activities, or the family member is a covered service member with a serious injury or illness.
- (G) Calling in "sick" without providing the reasons for the needed leave will not be

considered sufficient notice for FMLA leave under this policy.

- (H) Employees are expected to respond to the EO's questions to determine if absences are potentially FMLA-qualifying.
- (I) FMLA does not provide paid leave, but can be used in conjunction with and concurrently with paid leave such as a balance of PTO or comp time. The use or non-use of paid leave does not affect FMLA timelines or extend the amount of leave provided under the FMLA.

#### **7.06 Bereavement Leave**

If an employee suffers a death within their immediate family, they may be granted up to 3 days paid leave to make funeral arrangements or attend the funeral or other needs.

- (i) Immediate family includes: parents, spouse, children, grandchild, brother, sister, grandparent, parent-in-law, and other family members residing in the same household as the employee.
- (ii) Bereavement time will not be deducted from accrued sick leave.
- (iii) An employee will need to provide their supervisor with a copy of the notice of services or other documentation of the death.

#### **7.07 Jury and Witness Duty Leave**

Full time employees will be paid for necessary time off, up to a normal workday.

- (A) Employees are required to turn over allowances they receive from the court to OE.
- (B) To qualify for jury, witness duty leave, or subpoenas, employees must submit a copy of the summons to serve as soon as it is received. In addition, proof of service must be submitted when the period of jury or witness duty is completed.

### **Policy Set 8. Payroll, Time, Travel, and Expense Reporting**

#### **8.01 FLSA Compliance**

The OE intends to follow FLSA and intends to correct any unintentional violations once brought to the employer's attention as detailed below:

- (A) The OE prohibits improper payroll, time worked, or leave balance deductions;
- (B) Employees who believe an improper deduction has been made should contact their supervisor or the Board Chair to investigate any possible deductions made in error;
- (C) In the event an improper deduction was made, the OE will reimburse the employee for any improper deduction; and
- (D) In the event an improper deduction was made, the OE will make a good faith effort to correct future payroll deductions.

## **8.02 Workweek/Pay Periods/Pay Days**

The OE defined workweek begins at 12:01 a.m. on Sunday and ends at 12:00 midnight on the following Saturday. Time submission and payroll occurs in two-week pay periods of which there are 26 per year that start every other Sunday and ending every other Saturday.

Hourly pay, mileage, per diem, and travel is typically paid through electronic deposit to an account specified by the employee at the time of hire.

Timesheets are submitted by Monday following the end of the pay period or Tuesday if Monday falls on a holiday. Pay transfers typically occur by Friday of that week. Failure to submit timesheets on schedule may result in delayed pay transfer.

## **8.03 Time Reporting**

Exempt and non-exempt employees must accurately record and submit their hours on the OE provided bi-weekly pay period timesheet down to the ¼ hour or 15 minute level of detail. Hours worked and leave taken should be recorded at regular intervals not to exceed a weekly timeframe. The time record and OE timesheet tool is used to compute earnings and is kept as a permanent record.

Recording another employee's time or falsifying any time record is not permitted, and is cause for disciplinary action, up to and including discharge.

## **8.04 Overtime Defined & Required Authorization**

Overtime means hours worked over a 40-hour work week. Overtime can provide essential increase in work capacity during busy times when staff is limited.

- (A) Overtime compensation can take the form of payment or comp time and accrual rates are based on an employee's classification and authorization allowed by either the employee's supervisor or the Board. In circumstances where an employee's PTO/comp time balance is approaching excess, payment may be prioritized as compared to additional comp time.
- (B) Overtime requires preauthorization, whenever possible; employees working overtime without approval risk forfeiture of compensation for hours worked of unauthorized overtime.
- (C) Supervisors and/or the Board Chair will provide documentation of approved overtime to employees be added to their bi-weekly timesheet and payroll information.

## **8.05 Overtime for Non-exempt Employees**

- (A) With the advance approval of their supervisor, whenever possible, a non-exempt employee may:
  - (i) earn 1.5 hours of comp time for every hour of overtime worked, not to exceed 5.0 hours in a workweek; or

- (ii) earn additional pay at 1.5 times their base pay rate for every hour of overtime worked, not to exceed 5.0 hours in a workweek.
- (B) With the advance approval of the Board, whenever possible, a non-exempt employee may:
  - (i) earn 1.5 hours of comp time for every hour of overtime worked, for more than 5.0 hours in a workweek; or
  - (ii) earn additional pay at 1.5 times their base pay rate for every hour of overtime worked, for more than 5.0 hours in a workweek.

#### **8.06 Overtime for Exempt Employees**

- (A) Exempt Employees are allowed by FLSA to earn overtime as detailed in 5.02(B).
- (B) With the advance approval of their supervisor, whenever possible, an exempt employee may:
  - (i) earn 1 hour of comp time for every hour of overtime worked, for an amount not to exceed 10.0 hours in a workweek; or
  - (ii) earn additional pay at their base pay rate for every hour of overtime worked, not to exceed 10.0 hours in a work week.
- (C) With the approval of the Board, whenever possible, an exempt employee may:
  - (i) earn 1 hour of comp time for every hour of overtime worked, for an amount exceeding 10.0 hours in a workweek;
  - (ii) earn additional pay at their base pay rate for every hour of overtime worked, for an amount exceeding 10.0 hours in a workweek;
  - (iii) earn comp time at 1.5 hours for every hour of overtime worked; or
  - (iv) earn additional pay at 1.5 times their base pay rate for every hour of overtime worked.

#### **8.07 Comp Time**

Time accrued by an employee in lieu of pay for time in a pay status during overtime or during hours in excess of 40 hours in a workweek. The time accrued may be taken as approved time off as paid leave, just like PTO, at a later date or paid out in accordance with this policy.

- (A) Comp time is paid out at 100% of the employee's base rate.
- (B) Maximum comp time carryover is 180 hours; this maximum may be reduced to a lower level limited by an employee's supervisor.
- (C) Comp time in excess of the 180-hour maximum or a lower amount set by the employee's supervisor at the end of the year is paid out to the employee at an amount that reduces the employee comp time balance to equal or below their specific maximum limits.

### 8.08 Final Pay

In compliance with Montana law [Mont. Code Ann. §39-3-205(2)], when you voluntarily terminate or are involuntarily terminated prior to payday, your final pay will be issued on the next regularly scheduled payday, or within 15-days from the date of the actual separation, whichever occurs first.

8.09 Travel – Mileage [Pending]

8.10 Travel – Per Diem [Pending]

8.11 Travel – Lodging [Pending]

8.12 Reimbursements – OE Purchases on Personal Credit/Cash/Debit Sources [Pending]

## Policy Set 9. Employee Grievances

### 9.01 Grievance Defined

Grievance means a complaint or dispute initiated by an employee regarding the application or interpretation of written laws, rules, personnel policies or procedures which adversely affects the employee.

9.02 Employee Grievance Procedure [Pending]

9.03 Employee Grievance Documentation [Pending]

9.04 Employee Grievance Hearing [Pending]

9.05 Failure to Act [Pending]

9.06 Waiver [Pending]

9.07 Grievance Resolved [Pending]

## Policy Set 10. Personnel Records and Employee Privacy

Each employee has a personnel file that contains confidential information relevant to and employee's hire, performance, wages, payroll, benefits, emergency contact information, and other private personal information required for ongoing employment and performance tracking.

- (A) Personnel files are the property of the Board and must remain in secure, locked location as designated by the Engineer and Board Chair.
- (B) Access to personnel files is limited to a need-to-know basis; access beyond the Engineer or the Board Chair requires explicit authorization by the Engineer or the Board Chair.
- (C) Employees may view and copy their own personnel files upon written request to the Engineer or the Board Chair.
- (D) Separate files may be maintained for employee medical-related information, work-related injuries, and grievances. Access to these files is limited to authorized personnel on a "need to know" basis. An employee may request a copy of their files in writing to view files. Access to these files will be restricted from employees involved in any

associated work-related injuries or grievances.

- (E) Due to Privacy Standards and Protected Health Issues, the OE will use reasonable and appropriate safeguards to protect your health information. Health information will be kept in a secure location and it will only be accessible on a need-to-know basis for proper management and administration of the OE.

## **Policy Set 11. Termination of Employment:**

### **11.01 RESIGNATION**

The OE asks that OE employees working for the Water Engineer to give two weeks written notice of intention to leave their job and resign; such notice will be accepted by the OE and the Board. The Board asks the Water Engineer to provide one month notice. The OE reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where job or business needs warrant such action.

### **11.02 Exit Interview**

When an employee voluntarily resigns, the employee's supervisor will schedule an exit interview on or close to the employee's final day of employment to discuss the reasons for leaving and general resignation procedures. At the exit interview, the employee should provide an address for sending future benefits and tax information.

#### **11.01 OE Property**

At or before the exit interview, and before issuing the final check, the employee must return including without limitation, all OE property in the employee's possession, including but not limited to: documents, files, records, manuals, information stored on a personal computer or on a data storage device, supplies, OE identification badges; keys; tools; uniforms; books or manuals; computer or office equipment; parking passes; or OTE cars, field equipment, and credit cards. An existing employee will be required to sign a property release document as part of picking up a final check.

## **Policy Set 12. Use of OE IT**

### **12.01 Personal Cell Phone Reimbursement Agreements**

Many OE employee functions require the use of smart phones and if an employee chooses to use their own personal cell phone and is approved by the Water Engineer or the Board Chair, they are eligible for compensation of their monthly smart phone bill.

- (A) Benefits of personal cell phone reimbursement agreements include:
  - (i) Personal cell phone reimbursement agreements save significant money as compared to the expense the OE would incur in providing employees with OE funded smartphones and service;
  - (ii) Personal cell phone reimbursements agreements are typically favored by employees as a method to reduce personal costs incurred on through their cellular service provider; and



- (iii) Convenience of limiting the number of smart phones to one per person.
- (B) Essential needs for employees to have smart phones include:
  - (i) Soft token identification verification for state databases;
  - (ii) Soft token identification verification for OE computers and OE accounts;
  - (iii) Emergency contact for field and off-site assignments;
  - (iv) Field mapping and GPS function; and
  - (v) Maintaining remote work connections and forwarding options for OE phone system.
- (C) By entering into a smart phone reimbursement agreement, an employee does not submit to OE access, control, or monitoring of an individual's cell phone, nor does an agreement allow the OE to share your cell phone number to clients outside the organization.
- (D) Employees willing to enter into a smart phone reimbursement agreement are eligible for \$25/pay period; reimbursements will occur through electronic transfer along with the pay transfer.
- (E) Regardless of whether an employee has a smart phone reimbursement agreement, the OE and Board will strive to limit distribution or sharing of OE staff cell phone numbers outside of the OE organization.

## 12.02 OE Phones

- (A) Voicemail / Automatic Email Responses:
  - (i) Greetings: Employees are expected to prepare a polite-mannered greeting/response on their individual OE systems.
  - (ii) Voicemails and Emails are considered OE records. While system passwords are intended to limit access to authorized people only, they are accessible by authorized management, meaning, employees should not expect privacy regarding voicemail or emails.
  - (iii) Employees with voicemail and email in-boxes should respond to all inquiries as promptly as possible.
- (B) **System monitoring.** Employees who regularly communicate with the public may have their telephone conversations and/or emails monitored or recorded. This monitoring is normally used to identify and correct performance problems through targeted training and to ensure high-quality customer service.
- (C) **Personal Calls and Personal Emails.** Although it is recognized that an employee may need to use the telephone or email for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such actions. Additionally, no personal calls that incur a charge may be made on any OE phones without prior approval from a supervisor.

- (D) Use of OE telecommunications systems and email to make or send fraudulent, unlawful, or abusive calls or messages is prohibited. Employees are to report any threatening, intimidating, or harassing telephone calls or email messages received to their supervisor.

- 12.03 OE Email [Pending]
- 12.04 Appropriate Web Content [Pending]
- 12.05 Limits of Personal Use [Pending]
- 12.06 Responsibility for OE Computers Security [Pending]
- 12.07 OE Copy Machine [Pending]
- 12.08 OE Wifi and Internet Aps [Pending]
- 12.09 OE Passwords [Pending]

### Policy Set 13. Workplace Amenities, Services, & Logistics

- 13.01 Ergonomics [Pending]
- 13.02 Cleaning Products [Pending]
- 13.03 OE break space [Pending]
- 13.04 Coffee Provisions [Pending]
- 13.05 Water Provisions [Pending]
- 13.06 Use of Music and Entertainment [Pending]
- 13.07 Breastfeeding [Pending]

### Policy Set 14. Workplace Safety

- 14.01 OE Safety Officer Assignment [Pending]
- 14.02 Worker's Compensation Insurance [Pending]
- 14.03 OSHA Compliance

The OE is committed to safety in all areas of the organization and our goal is to comply with the Montana Safety Culture Act and the Occupational Safety & Health Act of 1970 ("OSHA"). These Acts require employers to provide a safe and healthful working environment and that employees comply with occupational safety and health standards and all rules, regulations, and orders contained within the Acts, which are applicable to their own actions and conduct.

- (A) The OE and the Board believe that safety must function as an integral part of, and in no manner separate from, the operation of the OTE. In recognition of this, employees are expected to:
  - (i) maintain a safe and healthful working environment and to comply with OE policies;
  - (ii) consistently adhere to proper operating practices and procedures, which are

- designed to prevent injury, illness, and loss of assets;
- (iii) comply with the requirements of federal, state, tribal and local safety and health codes to insure the wellbeing and safety of all employees; and
  - (iv) attend and participate in training and education opportunities.
- (B) Employees may receive training on the use of equipment, proper and safe operating procedures, and site/task specific job functions. Periodic safety training sessions may be conducted to maintain employee awareness.
- (C) All employees are responsible for exercising maximum care, good judgment, and shall comply with established procedures in operating safely and preventing accidents.
- (D) Unsafe conditions, equipment, or practices shall be reported to the supervisor immediately.
- (E) Each employee is expected to abide by all safety rules and procedures, shall wear all personal protective equipment required and provided by the employer, and attend training sessions when scheduled. Failure to attend will result in disciplinary action up to and including discharge.

- 14.04 Prevention of Slips, Trips, and Falls [Pending]
- 14.05 Automated External Defibrillator (AED) [Pending]
- 14.06 Fire Planning [Pending]
- 14.07 Emergency Evacuation Plan [Pending]
- 14.08 Office Staffing and Security [Pending]
- 14.09 Building Security [Pending]
- 14.10 Notice of Risks [Pending]
- 14.11 Check-in Check-out Policy [Pending]
- 14.12 Job Hazard Awareness [Pending]
- 14.13 Vehicle Policy [Pending]
- 14.14 Seat Belt Policy [Pending]

## Policy Set 15. Media and Communications

### 15.01 Procedures for Media Contact

Media inquiries and requests for interviews should be forwarded to the Water Engineer before accepting an interview with the media. News releases must be approved by the Water Engineer before initiating or releasing to the media or the public. Employees should provide scheduling information and meeting materials about public meetings without pre-approval. Website updates must be approved by the Water Engineer supervisor before posting.

15.02 Responding to Public Information Requests [Pending]

15.03 Managing OE Video Files and Postings [Pending]

15.04 Managing OE Email List Serves [Pending]