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# **020 Employee Welcome Message**

## **Welcome to Big Sandy ADD!**

On behalf of your colleagues, I welcome you and wish you every success here. We believe that each employee contributes directly to our growth and success, and we hope you will take pride in being a member of our team.

This manual outlines the policies, programs, and benefits available to eligible employees. It was also developed to describe some of the expectations we have of our employees.

Board members and other community leaders, staff members, whether employees, volunteers or participants in work training, as well as citizens of the area at-large are encouraged to review this document so that each may become better informed as to the purpose of the District, and their respective responsibilities as relates to the District.

The organizational documents contained herein constitute the principal, official guiding policy for the Board of Directors. The personnel policies contained herein are specifically binding on all staff of the District. It must be understood that no policy manual can anticipate every circumstance or question about policy, and need will arise to change policies described in this manual. The Board of Directors therefore reserves the right to revise, supplement, or rescind any of these policies or portions thereof from time to time as it deems appropriate, in its sole and absolute discretion. Staff will be notified of such changes as they occur.

This employee manual will answer many questions about employment with Big Sandy ADD so I suggest that you familiarize yourself with the contents of this handbook as soon as possible. Should you have any questions, please do not hesitate to ask your team leader.

We hope that your experience here will be challenging, enjoyable, and rewarding.

## 051 Employee Acknowledgement Form

The employee manual describes important information about Big Sandy ADD and I understand that I should consult my team leader regarding any questions not answered in the manual.

I have entered into my employment relationship with Big Sandy ADD voluntarily and acknowledge that there is no specified length of employment. Accordingly, either Big Sandy ADD, or I may terminate the employment relationship at will at any time, with or without cause, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described in this manual are subject to change as needed, I acknowledge that revisions to the manual may occur, except to the employment-at-will policy of Big Sandy ADD. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I also understand that only the Board of Directors of Big Sandy ADD has the ability to adopt revisions to the policies in this manual.

Furthermore, I acknowledge that this manual is neither a contract of employment nor a legal document. I have received the manual, and I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions made to it.

**EMPLOYEES NAME (printed):**

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**EMPLOYEES SIGNATURE:**

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**DATE:** \_\_\_\_\_

## **103 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Big Sandy ADD will be based on merit, qualifications, abilities and budget. Big Sandy ADD does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law. Big Sandy ADD complies with the provisions of the American with Disabilities Act (ADA) P.L. 101-336, Subpart D, Section 35, 150 [28 CRF Part 35, Subpart D, Section 35, 149-35, 151]

Further, Big Sandy ADD complies with Section 504 of the Rehabilitation Act of 1973 , P.L. 93-112 which states no otherwise handicapped individual in the United States, as defined in section 7 (6), shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving federal financial assistance and will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy covers all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If you have a question or concern about any type of discrimination in the workplace, you are encouraged to bring the issue to the attention of your Team Leader or the Executive Director. At Big Sandy ADD, be assured that you can raise concerns and make reports without fear of reprisal. Further, anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

**Policy No. 103 Issued 3/17/2011**

**Applicable 2/1/2011**

# 104 Business Ethics and Conduct

## STATEMENT OF PURPOSE

The successful business operation and reputation of Big Sandy ADD is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

Involvement with Big Sandy ADD whether as a member of the Board of Directors, or as a member of a committee, or as a staff member (including employee, volunteer, or work training program participant) is a public trust requiring diligent effort and personal commitment. This Ethics Policy establishes a basic standard of ethical conduct expected and required of all board and committee members, and all District staff. This policy delineates certain procedures and penalties to better assure adherence to this policy.

Board and committee members, and all staff members shall comply fully with the laws and regulations relating to the public's right to know and public access to matters of public policy, public business and public record, and, at the same time diligently respect and protect privileged, confidential information acquired in the course of their official duties.

Board and committee members, and all staff members shall be dedicated to the concepts of effective and democratic local government by responsible elected officials. Consequently, individuals involved with the District shall accept and support the decisions of local officials concerning matters of interpretation regarding the objectives, nature, and scope of the professional services to be provided by the District and/or performed by District staff, unless the course of action to be pursued involves conduct which is illegal and/or immoral.

Board and committee members, and all staff members shall never permit, encourage, or tolerate intentional or unintentional misconduct, illegal activities, malfeasance, fraud, or abuse of public funds.

Board and committee members, and all staff members, including employees, volunteers and work training program participants, may not engage in dual relationships with District program applicants or clients under any circumstances. Dual relationships include any activity that is or could be construed as a sexual or personal financial relationship and are considered exploitive and shall not be tolerated.

As an organization, Big Sandy ADD will comply with all applicable laws and regulations and we expect our directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, you should find that using good judgment, based on high ethical principles, will guide you to act appropriately. If you are unsure about the proper course of action, you should discuss the matter openly with your team leader.

It is the responsibility of every Big Sandy ADD employee to comply with our policy of business ethics and conduct. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

The District shall provide a personal copy of its Code of Ethics to all Board and committee members, employees, and volunteers and prospective members of each of these groups for better awareness and understanding of the policy. An Acknowledgement confirming both receipt and awareness of the gravity of this Code shall be executed by each individual respectively, and a copy of same shall be kept on file.

## ACKNOWLEDGEMENT:

I have been provided a copy of the Big Sandy ADD's Code of Ethics. I have studied this code, understand it, and agree that my participation as a member of the Board of Directors, or as a committee member, or as an employee, or as a volunteer, or as a work-training program participant with the District is conditioned upon my compliance with the elements of the Code.

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Name (Print)

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Signature

---

Date

## 105 Hiring of Relatives (Nepotism)

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative or family member is defined to include: husband, wife, son, daughter, step-child, parent, step-parent, foster parent, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, son-in-law, daughter-in-law, and a spouse's parent, grandparent, brother, or sister. (any person who is related to you by blood or marriage, or whose relationship with you is similar to that of a relative.) A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship. This policy applies to all employees regardless of their gender or sexual orientation.

You may not occupy a position that works directly for or supervises a relative. You may not be involved in a dating relationship with an employee who either works directly for you or supervises you. This includes any contractors or sub-contractors. Big Sandy ADD also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that might affect the review of employment decisions.

If two people who are in a reporting situation described above subsequently develop a relative relationship or dating relationship, the person in the relationship who is the supervisor is responsible and obligated to disclose the existence of the relationship to the Executive Director. We will then ask the individuals involved to decide which one of them is to be transferred to another available position. If that decision is not made within 30 calendar days, Big Sandy ADD will decide who is to be transferred or, if necessary, terminated from employment.

If there is a situation where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. If you are in a close personal relationship with another employee, we ask that you refrain from displays of affection or excessive personal conversation at work. The District will avoid nepotism, or any appearance of nepotism or favoritism shown to relatives by giving them positions because of their family relationship rather than on merit.

No member of the "immediate family" of any member of the Board of Directors of the District shall be employed.

This prohibition does not apply, however, to any relative who was employed by the District prior to an individual being seated as a member to the Board.

Policy No. 105 Issued 1/22/2003 Applicable 1/22/2003

## **107 Immigration Law Compliance**

Big Sandy ADD is committed to employing only United States citizens and aliens who are legally authorized to work in the United States. We also do not unlawfully discriminate on the basis of citizenship or national origin. In order for us to comply with the Immigration Reform and Control Act of 1986, all new employees, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and provide documentation that establishes their identity and eligibility for employment. Former employees who are subsequently rehired must also complete an I-9 and provide appropriate documentation if 1) they have not completed an I-9 with Big Sandy ADD within the past three years, or 2) their previous I-9 is no longer valid or was not retained.

If you have questions or want more information on immigration law issues, you are encouraged to contact your team leader. At Big Sandy ADD you can raise questions or complaints about immigration law compliance without fear of reprisal.

**Policy No. 107 Issued 7/17/2003**



# 108 Conflicts of Interest

As an employee of Big Sandy ADD, you have the obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. In this policy, Big Sandy ADD is establishing the framework within which to operate. These guidelines are intended to provide a general direction so that you can get further clarification on areas that affect you. For more information or questions on conflict of interest, contact the Executive Director.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of business dealings with Big Sandy ADD. For the purposes of this policy, we define a relative as any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

There is no "presumption of guilt" created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts, or leases, it is imperative that you disclose this fact to the Executive Director as soon as possible. By alerting us to the existence of any actual or even a potential conflict of interest, we can establish safeguards to protect all parties.

Board and committee members, and staff members, including employees, volunteers, and work-training program participants shall not seek nor accept any favor, benefit, personal aggrandizement or profit - whether it be in the form of objects, money, services, loans, travel, entertainment, or other way, either individually or for family members or friends, secured by privileged information or by misuse of position, public time or public resources. Further, staff shall avoid any interest or activity which may convey the appearance of such a conflict of interest.

Political Activity - Staff members shall not violate Section 12A of the Hatch Act by:

1. using official authority or influence for the purpose of interfering with an election or nomination to office or affecting the results thereof; or
2. directly or indirectly coercing or attempting to coerce, commanding or advising any board, committee member, or other staff member to pay, lend, or contribute any part of his/her salary or compensation or anything of value to any party of committee, organization, agency or person for political purposes; or
3. taking any action which will place the District in a partisan position.

A member of the staff may not serve as a member of the District Board.

Staff members may join or affiliate with civic organizations of a partisan or political nature, attend political meetings, and advocate or support the principles or policies of civic or political organizations, so long as that association does not violate the Hatch Act.

Board and committee members, and all staff members shall familiarize themselves with and are responsible for understanding and complying with the appropriate Kentucky Statutes, county and city ordinances, as well as these and other District policies regarding matters of ethics generally, and conflicts of interest specifically.

**Policy No. 108    Issued 7/17/2003**

## **110 Outside Employment**

Big Sandy ADD employees may hold outside jobs as long as they can satisfactorily perform their Big Sandy ADD job and there is no interference with our scheduling demands. It is further required that any Big Sandy ADD employee who seeks or accepts outside employment must receive written authorization from the Executive Director.

All employees will be held to the same standards of performance and scheduling expectations, regardless of any outside job. If we determine that outside work is impacting your performance or the ability to meet our requirements, which may change over time, you will be asked to terminate the outside job in order to stay employed at Big Sandy ADD.

District personnel shall not engage in, solicit, negotiate for, or promise to accept additional employment, whether in the public or private sector without the written authorization of the Executive Director.

We prohibit outside employment that constitutes a conflict of interest. Employees may not render services free of charge for public or private entities or conduct a private business, when such services or business involvement creates a conflict with, impairs or detracts from the proper and faithful discharge of their duties, or has the potential for a conflict with their duties or responsibilities or otherwise conflict with services provided by and/or responsibilities of the District. Further, you may not receive any income or material gain from individuals outside Big Sandy ADD for materials produced or services rendered while performing your job.

**Policy No. 110 Issued 7/17/2003**

# 112 Non-Disclosure

- I. **STATEMENT OF PURPOSE** In order to clarify and make specific the policy regarding confidentiality as regards data and information obtained in whatever context or format the following statements relating to protection of privacy and confidentiality are herein enunciated as Board policy and procedure. The District recognizes its responsibilities under the Kentucky Open Records/Open Meetings laws as well as the Freedom of Information Act and finds compliance with these laws not in conflict with this Confidentiality Policy.
- II. **POLICY** It is the policy of the District that all board and staff functions and responsibilities are to be carried out in such a manner so as to assure that every individual's, every corporate entity's, and every unit of government's right to privacy be protected. Further, it is the policy of the District that data and information relating to individuals, whether program client or participant, corporate entity(ies), and unit(s) of government be obtained, utilized and maintained with assurance of the strictest confidentiality.
- It is understood that the District is required to obtain a broad range of data and information relating to individuals, corporate entities, and/or units of government for purposes of area planning and program and project implementation. It is also understood that the District must often obtain detailed personal information on an individual, or proprietary information on corporate entities, and unit(s) of government as may be required to establish their respective eligibility for participation in assistance programs and projects. Pursuant to this policy all information gathering, use, and maintenance for planning purposes and/or for program and project implementation purposes shall conform to the following procedures:

## **RE: Personal and proprietary data and information**

1. Data and information relating to individuals, entities, or units of government may be obtained only by the authorization of the individual, or his/her guardian, officials or other designated person directly associated with an entity, and the appropriate elected or appointed officials of a unit of government. Such data and information may be obtained only by person(s) specifically authorized to do so.
2. Only that personal and/or proprietary information specifically required and for the development or management of a program or project shall be obtained from any individual, entity, or unit of government requesting services of the District.
3. Any and all personal and/or proprietary information generated as authorized by an individual, an entity, and/or unit of government shall be used or disseminated only after a written release to do so is granted by the individual, entity, or unit of government.
4. Any and all personal health information as protected by the Health Insurance Portability and Accountability Act of 1996.

## **RE: All data and information**

5. All data and information developed and/or generated by the District is proprietary; diligence and care commensurate with the nature of specific data, information, or related policy issue shall be exercised by board and staff including the enforcement of appropriate security measures, as warranted.
6. Dissemination of data and information and commentary on same or related policy issue for any purpose including response to media inquiries is restricted solely to the chairperson of the Board, the Executive Director, the Program Director and others by specific delegation.

## **Confidentiality Agreement**

I have been provided a copy of the Big Sandy ADD's Confidentiality Policy. I have studied this policy, understand it, and agree that my participation as a member of the Board of Directors, or as a committee member, or as an employee, or as a volunteer, or as a work-training program participant with the District is conditioned upon my compliance with the elements of this policy. I also understand the provisions of the law regarding Personal Health Information (PHI) privacy and the Health Insurance Portability & Accountability Act of 1996 and will comply with this law.

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Name (Print)

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Signature

## 114 Disability Accommodation

Big Sandy ADD complies with the provisions of the American with Disabilities Act (ADA) P.L. 101-336, Subpart D, Section 35, 150 [28 CRF Part 35, Subpart D, Section 35, 149-35, 151]

Further, Big Sandy ADD complies with Section 504 of the Rehabilitation Act of 1973 , P.L. 93-112 which states no otherwise handicapped individual in the United States, as defined in section 7 (6), shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving federal financial assistance to ensure equal opportunity in employment for qualified persons with disabilities.

All employment practices and activities are conducted on a non-discriminatory basis. Our hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Preemployment inquiries are made only regarding an applicant's ability to perform the duties of the position. Reasonable accommodation is available to an employee with a disability if the disability affects the performance of job functions. We make all employment decisions based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as job assignments, classifications, organizational structures, and position descriptions. We make leaves of all types available to all employees on an equal basis.

Big Sandy ADD is also committed to not discriminating against any qualified employee or applicant because the person is related to or associated with a person with a disability. Big Sandy ADD will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. Big Sandy ADD is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

**Policy No. 114 Issued 3/17/2011 Applicable 2/1/2011**

# 116 Job Posting

It is the policy of the District to develop a staff which is directly responsive to the purposes of the District and its specific goals and objectives. Programmatically, staff activities must be specifically focused on and targeted to the needs of the many communities of the region, the respective units of government and related public and private developmental entities. Therefore, when District programs or project implementation requires staffing, the hiring and retention of staff will be guided by:

1. the stated Purpose of the District; and
2. strict adherence to the Personnel Policies and Procedures

In addition, it is the responsibility of District personnel, each employee, volunteer, and/or trainee to remain; 1. focused on assigned tasks;

2. committed to continual personal and corporate improvement; and
3. to illustrate same by consistent and progressive action on behalf of area communities.

Consequently, the District shall, as necessary hire, or retain committed, self-motivated and pro-active employees, volunteers and work training program participants, being the only type of staff which the District can afford and/or tolerate.

Our job posting program provides you with the opportunity to indicate your interest in open positions and advance within the District according to your skills and experience. In general, we post all regular, full-time job openings.

Internal job openings will be posted in the e-mail system and normally remain open for 10 days. Each job posting notice will include the dates of the posting period, job title, department, location, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, you must have performed competently for at least 90 calendar days in your current position. If you have a written warning on file, or are on probation or suspension, you are not eligible to apply for posted jobs. You may only apply for posted jobs for which you possess the required skills, competencies, and qualifications.

To apply for an open position, submit a resume' to the Executive Assistant listing your job-related skills and accomplishments. You should also describe how your current experience with Big Sandy ADD and prior work experience and/or education qualifies you for the position.

We recognize the benefit of developmental experiences and encourage you to talk with your team leader about your career plans. We also encourage team leaders to support employees' efforts to gain experience and advance within Big Sandy ADD.

After you apply for a job, your team leader may be contacted to verify your performance, skills, and attendance. Any staffing limitations or other circumstances that might affect a prospective transfer may also be discussed.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring department. We may also use other recruiting sources to fill open positions when it is in the best interest of the District.

The District shall maintain an updated organizational chart listing each position in the District and the respective incumbent for each such position, which collectively shall constitute its staffing plan. The staffing plan shall be published as an addendum to this policy, as warranted.

## 201 Employment Categories

Understanding the definitions of the employment classifications at Big Sandy ADD is important because your classification is one of the factors that determine your employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Since employment with Big Sandy ADD is based on mutual consent, either you or Big Sandy ADD have the right to terminate the employment relationship at will at any time, with or without cause or advance notice.

Depending on your position, you are designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. Your EXEMPT or NONEXEMPT classification may be changed only with written notification by the executive director acting in accordance with applicable federal and state laws.

In addition to the Exempt and Nonexempt categories, you also belong to one of the following employment categories:

**REGULAR FULL-TIME** employees are employees who are not in a temporary status AND who are regularly scheduled to work the full-time schedule at Big Sandy ADD. Generally, regular full-time employees are eligible for all Big Sandy ADD benefit programs, subject to the terms, conditions, and limitations of each benefit program.

**REGULAR PART-TIME** employees are employees who are not in a temporary status AND who are regularly scheduled to work less than the full-time work schedule, but at least 20 hours per week. Regular part-time employees are eligible for some Big Sandy ADD benefit programs, subject to the terms, conditions, and limitations of each benefit program.

**PART-TIME** employees are employees who are not in a temporary status AND who are regularly scheduled to work less than 20 hours per week. While part-time employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for the other Big Sandy ADD benefit programs.

**PROBATIONARY** employees are employees whose performance is being evaluated to determine whether further employment in a specific position or with Big Sandy ADD is appropriate. Employees who satisfactorily complete the working test period will be notified of their new employment classification.

**TEMPORARY** employees are employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond the initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. While temporary employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all other Big Sandy ADD benefit programs.

**Policy No. 201 Issued 7/17/2003**

## **202 Access to Personnel Files**

At Big Sandy ADD we maintain a personnel file on each employee that includes the job application and related hiring documents, training records, performance documentation, salary history, and other employment records. A separate file is kept for employee health information which is locked in the executive director's office.

Personnel files are the property of Big Sandy ADD. Because this information is highly confidential and we respect your privacy, only persons with a legitimate business reason will be allowed access to personnel files. If you wish to see your personnel file, contact the Executive Assistant. With reasonable advance notice, you may review your own personnel file in our offices and in the presence of a person authorized by Big Sandy ADD.

**Policy No. 202    Issued 7/17/2003**

## **204 Personnel Data Changes**

To help us keep records and benefit program information accurate, please notify Big Sandy ADD of any changes to your personal information. The information needed includes your mailing address, telephone numbers, your marital status, changes to your dependent' information, who to contact in case of an emergency, educational accomplishments, and any other relevant information. To make changes or if you have questions about what information is required, contact the Accounting Department.

**Policy No. 204    Issued 7/17/2003**



## 205 Introductory Period

At Big Sandy ADD we want you to be successful at your job. We have found that having a working test period can be very helpful to new employees. The working test period provides you with the opportunity to demonstrate that you can perform your job at a satisfactory level of performance and to determine if the new job meets your expectations. We use this period to evaluate your capabilities, work habits, and overall performance. Since employment at Big Sandy ADD is based on mutual consent, either you or Big Sandy ADD may end the employment relationship at will at any time during or after the working test period, with or without cause or advance notice.

The working test period for all new and rehired employees is the first 90 calendar days after the date of hire. If you are promoted or transferred within Big Sandy ADD, you will be asked to complete a secondary working test period of 30 days when you assume the new position. If there is a significant period of absence during the working test period, the period will automatically be extended by the length of the absence. Either during the working test period or at the end of the period, we may extend the working test period if we determine there was not adequate time to evaluate performance.

When you are promoted or transferred within Big Sandy ADD, if it is determined during the secondary working test period that you are not performing satisfactorily, you may be removed from the new position. If this occurs, you may be allowed to return to your former job or to a comparable job for which you are qualified, depending on the availability of such a position and our business needs. This process is at the discretion of the executive director.

When the initial working test period is satisfactorily completed, employees enter the "regular" employment classification.

**Policy No. 205** Issued 2/21/2008

**Applicable** 1/14/2008

## **209 Release of Probation**

The best communications about job performance happen on an informal, day-to-day basis. You and your team leader are strongly encouraged to frequently talk about performance. A formal written "Release of Probation" review will be conducted at the end of your working test period, in any new position. The working test period gives you and your team leader the opportunity to evaluate job performance, standards, and performance requirements.

**Policy No. 209 Issued 3/17/2011**

**Applicable 2/2/2011**

## **210 Job Descriptions**

Big Sandy ADD makes every effort to create and maintain accurate position descriptions for all positions within the District. Each description includes sections for position information; a job summary (giving a general overview of the job's purpose); essential duties and responsibilities; supervisory responsibilities; and qualifications.

We use the position descriptions to help new employees understand their job duties and to set standards for employee performance evaluations. Job descriptions are also used to identify the minimum requirements of each position, establish hiring criteria, and establish a basis for making reasonable accommodations for individuals with disabilities.

The team leader prepares position descriptions when new positions are created. Existing position descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. You can also be helpful by making sure that your position description accurately reflects the work you do.

We would like you to remember that position descriptions do not necessarily cover every task or duty that you may be assigned, and that additional responsibilities may be assigned as necessary. You can contact your team leader if you have any questions or concerns about your position description.

**Policy No. 210 Issued 7/17/2003**

## 301 Employee Benefits

Big Sandy ADD provides a wide range of benefit programs to eligible employees. Certain legally required programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner required by the laws.

Your eligibility for each benefit program depends on a variety of factors, including your employee classification. To better understand exactly which benefit programs you are eligible for, talk to your team leader.

The following benefit programs are available to eligible employees, subject to terms and conditions of each program:

- \* 401(k) Savings Plan
- \* Auto Mileage
- \* Business Travel Accident Insurance
- \* Cafeteria Plan
- \* Credit Union
- \* Deferred Compensation Plan
- \* Dental Insurance
- \* Educational Financial Assistance
- \* Family Medical Leave Act
- \* Flextime Scheduling
- \* Health Insurance
- \* Holidays
- \* Jury Duty Leave
- \* Life Insurance
- \* Pension Plan
- \* Sick Leave Benefits
- \* Tool and Equipment Assistance
- \* Vacation Benefits
- \* Vision Care Reimbursement

While some of the benefit programs we offer may require you to contribute to the cost, many programs are fully paid by Big Sandy ADD. We calculate that the benefits offered to a regular full-time employee cost Big Sandy ADD approximately 14 percent of that person's wages. Therefore, when you look at your total compensation, be sure to also consider our contributions to your benefits.

**Policy No. 301**

**Issued**  
7/17/2003

## **303 Vacation Benefits**

Big Sandy ADD offers vacation time (annual leave) off with pay to eligible employees for rest, relaxation, and personal pursuits. Regular full-time employees and Regular part-time employees are eligible to earn and use annual leave.

Once you enter an eligible employment classification, regular full-time employees begin to earn paid annual leave time equal to 7-1/2 hours per month during the first year of employment, 8-1/2 hours per month during years 2-5, and 10 hours per month after 5 years. You can request to use annual leave time after you have successfully completed your probationary period.

The amount of annual leave time for regular part-time employees shall be calculated according to the number of hours scheduled to work per week as pro-rated based on 37-1/2 hours per week. The rate of accumulation shall be stated in the letter of employment. Employees who work less than 20 hours per week will not accumulate annual leave time.

To schedule annual leave time, you should first request advance approval from your team leader. Team leaders shall cooperate with agency administrators of other organizations to assure schedule of leave time for staff members who are not employees of the District. Each request will be reviewed based on a number of factors, including our business needs and staffing requirements.

In the event that you do not use your available annual leave by the end of the benefit year, you may carry over the unused time to the next benefit year. If the total amount of unused annual leave time reaches a "cap" equal to 150 hours for regular full-time employees, your annual leave accrual will stop. When you use annual leave time again and the available amount falls below the cap, your annual leave accrual will resume.

Employees may request payment of annual leave in lieu of annual leave time off up to a maximum of 37-1/2 hours each fiscal year. A request may only be made one time during a fiscal year. In the event of an extenuating circumstance, a second request may be made in writing to the Executive Director.

Employees are required to notify their designated team leader of their request for annual leave time prior to taking off; and to document such time accurately on the monthly time report. It is the responsibility of the staff member to inform the Communications Coordinator of annual leave scheduled. The signed time report is documentation of the team leader's approval of the annual leave request.

An employee may only apply for annual leave that has been accrued.

Accrued annual leave cannot be transferred from one employee to another. In the event an employee terminates his employment after the first twelve (12) months of employment, he may be compensated for a maximum of 20 days, (or the balance in his/her account if less than 20 days), accrued annual leave. However, if Big Sandy ADD, in its sole discretion, terminates your employment for cause, your unused annual leave time may be forfeited.

Absence due to sickness, injury or disability in excess of days authorized for such purposes may be charged against accrued annual leave at the request of the employee. Available annual leave will be deducted before the employee will be authorized for time off without pay.

The employee shall make every effort to schedule annual leave time so as not to interfere with the efficient operation of the District; the designated team leader shall give due consideration to requests made by employees for preferred annual leave times.

After annual leave schedules are approved, the designated team leader will not make changes in such schedules unless absolutely necessary, and then only upon advance notice (at least 10 days for requests of

over 3 days) to the employee. However, the employee may cancel scheduled annual leave, providing notification to the team leader as soon as possible after plans change.

District employees may contribute from their own accrued annual leave time to his/her personal sick leave bank. At no given time shall the total sick leave hours accumulated exceed 320 hours.

In the event that an employee is hospitalized while on scheduled annual leave, that employee may claim sick leave instead of annual leave for those days of hospitalization. The employee will be expected to provide documentation from the attending physician or hospital of such circumstances.

**Policy No. 303 Issued 3/17/2011**

**Applicable 2/2/2011**

## 305 Holidays

Big Sandy ADD gives holiday time off to all employees on the following holidays:

- \* New Year's Day (January 1)
- \* Martin Luther King, Jr. Day (third Monday in January)
- \* Veterans Day (November 11)
- \* Good Friday (1/2 day ((Equals 3.5 hours)) on the Friday before Easter)
- \* Memorial Day (last Monday in May)
- \* Independence Day (July 4)
- \* Labor Day (first Monday in September)
- \* Thanksgiving (fourth Thursday in November)
- \* Christmas (December 25)

In addition, three (3) paid holidays shall be granted, one each in association with the Thanksgiving holiday, the Christmas holiday and New Year's holiday. These three holidays may be scheduled at the discretion of each staff member with his or her team leader.

We provide holiday time off with pay to eligible employees immediately upon assignment to an eligible employment classification. If you are eligible for paid holidays, your holiday pay will be calculated on your straight-time base rate as of that holiday multiplied by the number of hours you would normally have worked on that day. Employees in the following employment classifications are eligible for paid holiday time off:

- \* Regular full-time employees
- \* Regular part-time employees

To be paid for a holiday, an eligible employee must work both the last scheduled workday immediately preceding the holiday and the first scheduled day immediately following the holiday unless approved annual leave is taken. Any employee who calls in sick the day before or the day after a holiday, without a written doctor's excuse, will not be paid for the holiday.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

The District recognizes that some employees may wish to observe other days consistent with their cultural and religious traditions. A reasonable effort will be made to accommodate such requests.

**Policy No. 305    Issued 9/1/2007    Applicable 6/21/2007**

## **306 Workers' Compensation Insurance**

Big Sandy ADD provides a comprehensive workers' compensation insurance program to our employees. The workers' compensation program covers injuries or illnesses sustained in the course of employment that require medical, surgical, or hospital treatment. Subject to the applicable legal requirements, this program provides benefits after a short waiting period or, in the event of hospitalization, immediately.

It is critical that you inform your team leader and the Accounting Department immediately about any workrelated injury or illness, regardless of how minor it might appear at the time. Team Leaders are required to maintain a written record of any notification of employee injury, which shall include the date and time of notification as well as the date, time and description of the employee's injury. Immediate reporting ensures that, if eligible, you will qualify for workers' compensation benefits as quickly as possible and also lets us investigate the matter promptly.

Workers' compensation is intended to cover only work-related injuries and illnesses. Because of this, neither Big Sandy ADD nor our insurance carrier will be liable for the payment of workers' compensation benefits for injuries that might occur during employees' working unapproved "off-time" hours, or voluntary participation in off-duty recreational, social, or athletic activities that we may sponsor.

**Policy No. 306    Issued 7/17/2003**



## 307 Sick Leave Benefits

Big Sandy ADD provides paid sick leave benefits to eligible employees after completion your probationary period for temporary absence due to illnesses or injuries. Regular full-time employees and regular part-time employees are eligible for sick leave:

Once you are eligible, you will begin to earn paid sick leave time equal to 7-1/2 hours per month during the first year of employment, 8-1/2 hours per month during years 2-5, and 10 hours per month after 5 years. Sick leave benefits are calculated on the basis of a "benefit year." This is the 12-month period that begins when you start earning sick leave.

You can request use of paid sick leave after completing a satisfactory probationary period. Paid sick leave can be used in minimum increments of one-half hour. You may use sick leave benefits for an absence due to your own illness or injury, or that of any member of your immediate family. The term "immediate family" is defined as: husband, wife, son, daughter, stepchild, parent, step- parent, foster parent, grandparent, grandchild, brother, sister.

If you are unable to report to work due to illness or injury, you should notify your team leader before the scheduled start of your workday if possible. Your team leader must also be contacted on each additional day of absence. It is your responsibility to notify the Communications Coordinator that you will be out.

If you are absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates. The same verification may be requested for other sick leave absences as well and may be required as a condition of receiving sick leave benefits. Before returning to work from a sick leave absence of 3 calendar days or more, you must provide a physician's verification that you may safely return to work. Sick leave benefits will not be paid for absence the day before or the day after a paid holiday without a physician's excuse.

Unused sick leave benefits will be allowed to accumulate until you have accrued a total of 320 hours of sick leave benefits. If your benefits reach this maximum, further accrual of sick leave benefits will be suspended until you have reduced the balance below the limit.

Excessive absenteeism will not be tolerated. The District deems excessive to be in excess of 15 hours sick per month. If you are calling in sick more often than this, you may be asked by your team leader how you plan to correct this problem. If the problem persists without just cause and you do not correct the problem, you will receive written notification of excessive unexplained absenteeism and will be placed on warning. The District reserves the right to disallow sick leave benefits if you are warned about excessive absenteeism. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. You will not be paid for unused sick leave benefits either while you are employed or upon termination of employment.

## EMPLOYEE LEAVE TIME BANK

### Policy

District employees may create and maintain an Employee Leave Time Bank.

### Procedure

A District employee who has accumulated annual leave may elect to offer up to 3 days of this leave annually, through the Employee Leave Time Bank, to fellow employees who have expended their annual and sick leave due to a medical crisis.

The eligibility requirements to obtain this assistance include:

#### The Employee:

Must be a full-time, regular employee;

Must be off work one month before becoming eligible and have expended all their annual and sick leave;

Must provide written confirmation by a physician that he/she will be unable to return to work during the eligibility period;

#### Additional eligibility criteria include:

The medical leave must be for the employee or a member of the employees' immediate family;

The employee cannot be receiving any other benefits, such as unemployment and/or workman's compensation.

Income of other family members will not be considered in determining eligibility;

The assistance will consist of a maximum of ten (10) working days donated to the employee. The donated annual leave will be converted to the employee's current salary level.

If the employee returns to work prior to expending the ten (10) days, the remainder will be returned to the donation file and that employee will not be eligible to receive assistance again for one year;

Employees who receive assistance will not be asked to repay the donated leave;

Employees who wish to donate their annual leave must sign an acknowledgment that once their leave is donated it will not be returned and becomes the property of the Employee Leave Time Bank; nor will the donating employee be informed of leave time granted to an individual from the bank.

**Policy No. 307 Issued 3/17/2011**

**Applicable 2/2/2011**

**DONATION ACKNOWLEDGMENT:**

**EMPLOYEE LEAVE TIME BANK DONATION ACKNOWLEDGMENT**

I \_\_\_\_\_, hereby donate \_\_\_\_\_ day(s) of annual leave to the leave time bank. Big Sandy Area Development District is authorized to expend my donated annual leave to any employee in need of assistance pursuant to the employee leave time bank policy. I understand that once I donate this annual leave time it will not be returned to me under any circumstances.

\_\_\_\_\_  
**Donating Employee** **Date**

I \_\_\_\_\_, hereby donate \_\_\_\_\_ day(s) of annual leave to the leave time bank. Big Sandy Area Development District is authorized to expend my donated annual leave to \_\_\_\_\_ who is deemed eligible and in need of assistance pursuant to the employee leave time bank policy. I understand that once I donate this annual leave time it will not be returned to me under any circumstances.

\_\_\_\_\_  
**Donating Employee** **Date**

**Policy No. 307    Issued 3/17/2011    Applicable 2/2/2011**

**308 Time Off to Vote**

Big Sandy ADD encourages you to fulfill your civic responsibilities by voting in elections. Generally, we expect that you will be able to vote either before or after work hours since the polls open at 6:00 a.m. and do not close until 6:00 p.m. An employee who submits a formal request in advance, may receive up to 2 hours off to vote. Such time off must be approved by the executive director and will be tailored to meet the needs of the requesting employee.

In order to accommodate your absence, if you know you cannot vote during non-working hours, you should inform your team leader at least two working days prior to an election day. Your time off from work will be recorded on the time record to be turned into accounting after approval by your team leader.

**Policy No. 308    Issued 7/17/2003**

## **309 Bereavement Leave**

If you need to take time off in the event of the death of an immediate family member, Big Sandy ADD provides bereavement leave in the form of sick leave. To request bereavement leave, see your team leader.

The ADD grants up to 3 days of paid bereavement leave (sick leave) to eligible employees in the following employment classifications:

\* Regular full-time employees

\* Regular part-time employees

The ADD will normally grant bereavement leave unless there are unusual business needs or staffing requirements that prevent accommodating the request. You may also, with team leader approval, use any available paid leave benefits, such as vacation, for additional time off as necessary.

The bereavement leave policy defines "immediate family" as your husband, wife, son, daughter, stepchild, parent, stepparent, foster parent, grandparent, grandchild, brother, sister.

**Policy No. 309 Issued 3/17/2011**

**Applicable 2/2/2011**

## 311 Jury Duty

Big Sandy ADD encourages you to fulfill your civic responsibilities by serving jury duty when required.

If you are eligible for paid jury duty leave, you will be compensated at your base rate of pay for the number of hours you would normally have worked that day. When a staff member on jury duty is notified that his/her service is not needed, that staff member shall return to work or use annual leave for the remainder of the day, with authorization from your respective team leader. Employees in the following classifications are eligible for paid jury duty leave:

- \* Regular full-time employees
- \* Regular part-time employees

If you receive a jury duty summons, show it to your team leader as soon as possible so that arrangements can be made to accommodate your possible absence from work. You are expected to report for work whenever the court schedule permits. Documentation from the court indicating the time you have spent on jury duty will be required and kept in your personnel file.

Either you or Big Sandy ADD may request you be excused from jury duty if necessary. We may request that you be relieved from serving on jury duty if we believe that your absence would cause serious operational difficulties for Big Sandy ADD.

A staff member whose employment letter states more than twenty hours per week shall receive regular salary or wages during jury duty service. Annual and sick leave accrual as well as other District employee benefits shall continue for the staff member during jury duty service.

**Policy No. 311    Issued 7/17/2003**

## **313 Benefits Continuation (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified dependents the opportunity to continue health insurance coverage under our health plan when a "qualifying event" occurs that would normally result in the loss of eligibility. "Qualifying events" include resignation, termination of employment, or death of an employee; a reduction in an employee's hours; employee's leave of absence; employee's divorce or legal separation; and when a dependent child no longer meets the eligibility requirements as a dependent.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Big Sandy ADD's group rates plus an administration fee. When you become eligible for Big Sandy ADD health insurance, we will also give you a written notice describing the rights granted under COBRA. Because the COBRA notice contains important information about your rights and your obligations, please read it carefully.

**Policy No. 313    Issued 7/17/2003**

## 314 Educational Assistance

The District places high value and supports as a corporate investment the advanced educational development of its employees. Therefore, the District encourages employees and personnel-in-training to constantly seek to expand their respective knowledge and skill base. Consequently, as fiscal resources permit, on an annual basis and in an equitable manner, the District will share with full-time employees the costs of formal education at accredited institutions and certified training programs when such education and training is related to improved productivity and job performance of the employee in context of the District's programs.

Our educational assistance program is available to all eligible employees who have completed 6 months of service in an eligible employment classification. All employees must submit a written request using the standard form provided for that purpose to the Executive Director prior to the start of course work. If a public educational facility offers the courses requested, the District would expect the employee to utilize that institution. If a public educational facility does not offer the courses necessary, it will be the discretion of the Executive Director to approve reimbursement. No funds will be disbursed without the written authorization of the Executive Director prior to the start of course work.

Once you begin receiving educational assistance, to remain eligible, you must stay on the active payroll and perform your job satisfactorily as you complete each course. Employees in the following employment classifications are eligible for educational assistance:

- \* Regular full-time employees
- \* Regular part-time employees

To be eligible for educational assistance, individual courses or courses that are part of a degree, licensing, or certification program must be related to your current job duties or to a position you might have at Big Sandy ADD in the foreseeable future. When it comes to determining if a course or program is related to your current job or one that you might hold in the foreseeable future, that decision will be made by The Executive Director. If the employee does not complete a course(s) for other than compelling reasons, as determined by the Executive Director, or should the employee fail the course, the employee shall be obligated to reimburse the District the full amount of the District's investment, and shall be so informed by the Executive Director.

The District will disburse to the designated educational institution on behalf of the employee, a sum not to exceed 50 percent of the cost of tuition for under-graduate course work or specialized skills training, as well as, for post-graduate course work when the latter is job-position related. In addition, the District will disburse 50 percent of the cost of related necessary course materials to the individual. Disbursement will only be made upon presentation and verification of invoices when and as such costs are incurred. The employee must maintain a "C" average to qualify for this benefit.

In the instance of a request for payment for costs of job-related undergraduate or post-graduate course work, the District's commitment to make such an investment is conditioned upon the employee's agreement to continue his/her employment with the District for one year beyond the completion of the course work required for the degree program. If the employee requests the District to pay for any certifications or special skill classes, the employee will also be required to complete at least one year of service beyond the certification or be liable for reimbursement to the District in full.

The District expects educational assistance to enhance your performance and professional abilities; however, we do not promise or guarantee that additional education will result in advancement, new job assignments, or pay increases.

## 316 Health Insurance

The health insurance plan at Big Sandy ADD offers employees and their dependents access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- \* Regular full-time employees

- \* Regular part-time employees

To be eligible to participate you must also participate in the County Employees Retirement System. Eligible employees may participate in the health insurance plan subject to the terms and conditions of the agreement between Big Sandy ADD and the insurance carrier.

If you change to an employment classification that would cause you to lose your health insurance plan eligibility, you may qualify to continue your health care benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) Policy in this manual for more information.

You will receive details of the health insurance plan in the orientation phase when you begin employment. When you become eligible, you will receive a packet with requirements and rate information prior to the enrollment date. For questions about health insurance, contact the Accounting Department for additional information.

**Policy No. 316 Issued 7/17/2003**



## 317 Life Insurance

Life insurance offers you and your family important financial protection. Big Sandy ADD currently provides a basic life insurance plan for eligible employees. The amount is determined by the cost allocation plan each year. You may also individually purchase supplemental life insurance. If interested, the accounting department will give you the number to call.

The basic life insurance plan includes Accidental Death and Dismemberment (AD&D) insurance, which provides benefits if a serious injury or death results from an accident.

Employees in the following employment classifications are eligible to participate in the life insurance plan:

- \* Regular full-time employees
- \* Regular part-time employees who work at least 30 hours per week

Eligible employees may participate in the life insurance plan subject to the terms and conditions of the agreement between Big Sandy ADD and its insurance carrier.

You will find details about the basic life insurance plan including benefit amounts during your orientation. If you have questions, contact the Accounting Department for more information.

**Policy No. 317    Issued 7/17/2003**

## **320 401(k) Savings Plan**

The District offers a 401K Deferred Compensation Retirement Plan. This is in addition to the CERS and is optional. Upon successful completion of the working test period, the accounting department shall notify you of this option.

The accounting department shall alert the employee's team leader at the end of the fifth pay period that the probationary period is due to end. The team leader is responsible for completing the evaluation and alerting the accounting department of continuation or alternative action before the sixth pay period for any new employee.

Upon notification of the continuation of employment, the accounting department shall disperse the appropriate forms for the employee; employees must complete and return the forms within two weeks.

Employees hired prior to April 1, 2001 have the option of choosing either the CERS or the 401k Deferred Compensation Retirement Plan or both. Anyone hired after April 1, 2001 must enroll in the CERS and may also enroll in the 401k as an optional benefit. The District shall contribute no less than an amount equal to the States requirement to CERS.

If an employee chooses to participate in the 401k Deferred Compensation Retirement Plan in addition to the CERS, the District shall not match any funds to the 401k.

If an employee chooses to participate, the accounting department shall make payroll deductions based upon the employee's completed documentation. The District will match an employee's payroll deduction not to exceed the state rate governed by the Kentucky Employees Retirement System.

The withholdings shall be submitted to the 401k Deferred Compensation Authority semi-monthly. Any change in status, amount of employee contribution, mutual fund allocation must be made to the Accounting Department in writing.

H. If you leave the District, contact the accounting department for options.

**Policy No. 320 Issued 7/17/2003**

## **326 Flexible Spending Account (FSA)**

Big Sandy ADD provides a Flexible Spending Account (FSA) program that allows employees to have pre-tax dollars deducted from their salaries to pay for eligible out-of-pocket expenses. The pre-tax contributions made to the FSA can be used to pay for predictable non-reimbursed health care expenses and dependent care expenses during the plan year. Through the FSA program, you can reduce your taxable income without reducing your real income, so that you can keep more of the money you earn.

Employees in the following employment classifications are eligible to participate in the Flexible Spending

Account program:

- \* Regular full-time employees
- \* Regular part-time employees

Participation in the Health Care and/or Dependent Care FSA is optional and determined on an annual basis for the plan year. You must enroll for each plan year. You determine how much to contribute to the account, up to a specified maximum, based on anticipated expenses during the plan year. The maximum contribution for your Dependent Care FSA is \$5,000 dollars per year. Contributions are directed to the FSA through salary reduction on a pre-tax basis. This tax-free money is then available to you for reimbursement of out-of-pocket expenses upon presentation of a receipt to the Accounting Department. Since the amounts that remain in the account at the end of the plan year are forfeited, you should take care not to over-fund your account.

Details of the Flexible Spending Account program are described during your employment orientation.

**Policy No. 326    Issued 7/17/2003**

## 330 Computer Loan Program

Our Computer Loan Program is designed to help employees purchase hardware, software, and peripheral equipment for use at home. We extend this benefit to help employees develop their computer skills and to enhance their opportunity to assume new responsibilities or advancement within Big Sandy ADD.

Employees in the following employment classifications are eligible to participate in the Computer Loan Program:

- \* Regular full-time employees
- \* Regular part-time employees

Eligible employees may participate in the Computer Loan Program only after completing one year of service. If you are eligible, the Computer Loan Program will grant an interest-free loan for the purchase of computer equipment and related software up to a maximum of 3000.00 dollars per loan per fiscal year. Employees will utilize the existing purchase order system and obtain authorization from the Financial Director prior to purchasing computer equipment. Repayment is to include taxes and all invoice related charges based upon the vendor's payment cycle. The employee must assume responsibility for warranty and maintenance of all equipment. The District will retain ownership of the computer and computer related equipment until payment is made in full. Upon leaving employment before the lease term is completed, payment will be made in full or the computer or computer related equipment will be returned to the District. If payment is not received before the end of your employment and the system or related equipment is not returned, the amount due will be withheld from your final paycheck. The loan repayment schedule will be divided into equal payments to be deducted from your payroll and cannot exceed 6 months. Only one loan may be active at a time.

Before you make a purchase, contact the Accounting Department to ensure that you have all the information you need and to get a loan request form.

**Policy No. 330 Issued 7/17/2003**

## 381 Retirement Benefit Plan

Effective Date: 7/17/03

The District offers a 401K Deferred Compensation Retirement Plan. This is in addition to the CERS and is optional. Upon successful completion of the working test period, the accounting department shall notify you of this option.

The accounting department shall alert the employee's team leader at the end of the fifth pay period that the probationary period is due to end. The team leader is responsible for completing the evaluation and alerting the accounting department of continuation or alternative action before the sixth pay period for any new employee.

Upon notification of the continuation of employment, the accounting department shall disperse the appropriate forms for the employee; employees must complete and return the forms within two weeks.

Employees hired prior to April 1, 2001 have the option of choosing either the CERS or the 401k Deferred Compensation Retirement Plan or both. Anyone hired after April 1, 2001 must enroll in the CERS and may also enroll in the 401k as an optional benefit. The District shall contribute two percent (2%), subject to the annual allocation plan. Contributions shall be made to employee's account regardless of their decision to participate.

If an employee chooses to participate in the 401k Deferred Compensation Retirement Plan in addition to the CERS, the District shall not match any funds to the 401k.

If an employee chooses to participate, the accounting department shall make payroll deductions based upon the employee's completed documentation. The District will match an employee's payroll deduction not to exceed the state rate governed by the Kentucky Employees Retirement System.

The withholdings and match, where applicable, shall be submitted to the 401k Deferred Compensation Authority semi-monthly.

Any change in status, amount of employee contribution, mutual fund allocation must be made to the Accounting Department in writing.

H. In the event the employee leaves the District, the individual should contact the accounting department for options.

**Policy No. 381 Issued 7/17/2003**

## 401 Timekeeping

Non-exempt employees are responsible for accurately recording the hours they work. This information also helps Big Sandy ADD comply with the laws that require us to keep accurate records of "time worked" in order to correctly calculate employee pay and benefits. "Time worked" is defined as all the time staff spend performing assigned duties.

If you are a non-exempt employee, you must accurately record the time you begin and end your day, as well as the beginning and ending time of any meal periods, or if you leave the workplace for personal reasons. The ADD also requires that you receive advance approval from your team leader before working any overtime hours.

Each employee is required to maintain a complete and accurate record of hours worked in a format provided for this information. The format includes a time and travel log, sick, annual and compensatory time report. At the discretion of the individual team leader, some employees may be required to maintain a narrative of their activities during the day. The employee is required to submit it to the designated team leader, who shall sign the documentation as a condition of receiving wage payments. We consider attempts to falsify timekeeping records a very serious matter. Therefore, any of the following actions may result in disciplinary action, up to and including termination: altering, falsifying, tampering with time records, or recording another employee's time record.

You are also responsible for signing your time records to certify their accuracy. Your team leader will then review and sign the time records before submitting for payroll processing.

Deductions other than those required by law will be made only upon authorization in writing of the employee. The District reserves the right to limit the types of deductions, which may be made. Mandatory deductions currently include the following: Federal Income Tax, Kentucky Income Tax, Location Occupational Tax, Social Security/Medicaid and Counties Employment Retirement Systems.

Optional deductions currently available to employees include:

1. Section 125 Medical/Dependent Care Flex Plan
2. 401-K Retirement Plan
3. Commonwealth Credit Union
4. Coffee Fund
5. Staff Supporting Staff
6. Retroactive Payroll Adjustments
7. Computer Loan Program - when applicable

You are also responsible for signing your time records to certify their accuracy. Your team leader will then review and sign the time records before submitting for payroll processing.

**Policy No. 401**      **Issued 7/17/2003**

## **403 Paydays**

All employees are paid semi-monthly on the 15th and the last working day of the month.

If a regularly scheduled payday falls on a day off, such as a weekend or holiday, you will be paid on the last workday before the regularly scheduled payday.

The District requires having your pay directly deposited into your bank account. You will receive an itemized statement of wages on paydays instead of a paycheck. Any deviation of this will require Executive Director authorization.

**Policy No. 403 Issued 7/17/2003**

## 405 Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. These are some of the most common circumstances for employment terminations:

Procedure:

### A. Volunteer Termination/Resignation

1. If a staff member finds it necessary to resign from the District, the individual is expected to notify the Executive Director in writing at least 10 working days prior to termination date, giving reasons for the resignation.
2. A staff member who is resigning or terminated is required to return all records, keys, and/or property of the District in his/her possession or custody, and to provide status report on any work in progress. Staff who receive equipment for their position will be required to sign an acknowledgment stating the market value of that equipment. The value may be payroll deducted if the aforesaid property is not returned.
3. Unauthorized absence from work of two (2) working days will be considered as, and so constitute, a resignation, unless, due to special circumstances the staff member is unable to report his/her reason for absence.

### B. Circumstantial Termination/Layoff

1. The Executive Director, with approval of the Executive Committee, may layoff employees when necessary due to changes in duties, organizational changes, lack of work, or funds. When feasible, employees who are to be laid off will be integrated into other position openings by transfer.
2. Planned Reduction in Force - As conditions warrant, the Executive Director may propose a reduction in work force plan to the Executive Committee. Upon authorization, the Executive Director will inform all employees that a plan is being considered. Upon approval, but in no case less than fourteen (14) calendar days prior to the reduction in work force, the employees will be given written notices of how the plan affects them.

A specific plan will be developed for each planned reduction in work force. The plan will establish those District functions and positions to be retained and specifically note those employees who are to be retained and those who are to be laid off or required to work reduced hours. Further:

- a. The plan will specify retention and separation factors. Generally, employees with higher performance evaluation ratings who are qualified to perform additional work activities to be assigned to them will be retained. If performance evaluation ratings are equal, employees with the longest continuous service, including leaves of absence, will be retained.
  - b. Part-time positions may be eliminated or combined, but part-time employees need not be separated to preclude the separation of full-time employees.
  - c. Layoffs made to meet a reduction in force plan of the District will be clearly documented to illustrate that such layoff was not a disciplinary action.
3. Employees terminated at the convenience of the District, for whatever reason, will be paid their earned accumulated leave up to 20 days. Employees who are laid off will be given priority consideration for reemployment when conditions are more favorable.

### C. Suspension & Discharge



1. Any staff member may be suspended or discharged at any time, by the Executive Director for "just cause" determined by careful and factual consideration of all relevant matters.
2. The suspension or discharge of a staff member shall be in writing, and the reasons for the action shall be cited and retained in the personnel files.
3. A suspension will clearly state the terms and conditions under which a staff member will be allowed to return to the position.
4. The Executive Director may suspend or discharge a staff member for the following reasons:
  - a. failure to satisfactorily perform the duties for which employed.
  - b. fighting; threatening or attempting bodily injury to another; stealing; malicious mischief resulting in the injury of a person or destruction of property.
  - c. public intoxication.
  - d. non-prescribed use of habit-forming drugs or hallucinogen or their induction or possession.
  - e. disorderly or immoral conduct; violation of the District's policy prohibiting sexual harassment; violation of the District's policy prohibiting dual relationships.
  - f. insubordination, including refusal or failure to perform work assignments.
  - g. abusive and/or manipulative behavior toward other District personnel, the public or personnel of any client agencies and jurisdictions of the district.
  - h. willful neglect in the care or use of District property.
  - i. gross or habitual carelessness or recklessness.
  - j. outside employment without proper notification of and approval by the Executive Director.
  - k. unauthorized or excessive tardiness or absence.
  - l. incurring costs or obligations in the name of the District without the written authorization or prior approval of the Executive Director.
  - m. falsifying an official document or record including, application for employment and other personnel records.
  - n. unauthorized use of the office address to receive personal mail or goods; unauthorized use of the office telephone, e-mail or equipment for personal matters.
  - o. conduct unbecoming a staff member of the District, including but not limited to the acceptance of anything of value from a client of District services.
  - p. repeated failure to comply with the provisions set forth in this manual.
  - q. conviction of any penal or criminal offense.
  - r. other actions or behaviors which disrupt or impede the business of the District.
5. Any staff member receiving notice of suspension or termination pursuant to this policy must comply immediately with the directive.
6. Any staff member wishing to appeal the action of the Executive Director must follow the procedures for invoking the Fair Hearing Process, as set forth in this manual.

The ADD will generally schedule an exit interview at the time of employment termination. The exit interview is an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of any outstanding debt to Big Sandy ADD, or return of Big Sandy ADD-owned property. It is also a time for you to voice any suggestions, complaints, and questions you may have.

Since employment with Big Sandy ADD is based on mutual consent, either you or Big Sandy ADD have the right to terminate the employment relationship at will, with or without cause or advance notice, at any time. Your benefits are affected by termination in several ways. An employee separated in good standing for any reason will be paid for any unused annual leave time that has accrued, not to exceed 320 hours. Payment for accrued annual leave shall be made with the last salary payment. Accrued sick leave and/or compensatory time have no monetary value. Some benefits may be continued at your expense if you choose. You will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations for continuing them.

Policy No. 405      Issued  
7/17/2003

## **409 Administrative Pay Corrections**

Big Sandy ADD takes all reasonable steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday.

In the unlikely event that there is an error in the amount of pay you receive, you should promptly advise the Accounting Department in writing or via e-mail so that the discrepancy can be corrected as quickly as possible.

**Policy No. 409 Issued 7/17/2003**

# 480 Purchasing

Effective Date: 2/3/2003

Revision Date:

SUBJECT: Purchasing

## I. Policy

Acquisition of any materials, goods or services required by employees of the District shall be purchased according to the District's Procurement Policy & Procedures, and in accordance with the following small purchase procedures.

## II. Procedure

A. Employees may require supplies, materials, or equipment from time to time, which may not be found in the central supplies' storage. Such acquisition must allow for fair and competitive price quotations or bidding from potential vendors. All purchases of supplies, equipment and contractual services for the District shall be made only after a Purchase Order has been generated and approved, in accordance with the following:

Any staff member may initiate a purchase by preparing the required requisition form and submitting for approval to the designated Team Leader. The requisition will then be routed to the Financial Director. The Financial Director will forward the requisition to the District Accountant after approval and appropriate coding has been entered. The District Accountant will then issue a purchase order and either makes the purchase and forwards purchased items to the appropriate staff person, or the purchase order will be given to the appropriate staff person for purchase. The District Accountant shall retain in a pending file, a copy of the purchase order until a receipt or invoice can be attached. The Purchase Order will then be forwarded to accounting for payment.

No material shall be ordered, nor any purchases made prior to the issuance of the purchase order.

All purchases shall be made after an analysis of price quotations, and selection shall reflect this analysis. Purchases costing \$10,000 or more shall require and be based on competitive bids. Bids or quotations need not be taken if the vendor is the sole source of the supplies, equipment or service, and is so documented.

All purchases of routine utility services (including communications) or rental payments shall be made by appropriate contract with the vendor. Individual invoices or services shall be examined to ensure that the amount requested for payment matches costs, types and amounts of service provided and listed on the invoice. Upon proper certification by the Accounting Department of invoices and bills, disbursements shall be made in accordance with the standard procedure for the issuance of checks and vouchers by the District.

Acquisition through the Kentucky Surplus Property Program, state price contracts, and leases through the Kentucky Council of Area Development District and/or KACO leasing trust will be used whenever possible and when in the best interest of the District. Whenever state price contracts are used for purchasing, quotations or bids for purchases costing less than \$10,000 is waived.

5. Employee's may take advantage of the District's purchasing power for personal use, as long as they pay the applicable state sales tax and follow the procedure for other purchases as outlined in this policy above. When the invoice is received by accounting for a personal purchase, the amount of that purchase will be deducted from the employee's next payroll.

Policy No. 480 Issued 7/17/2003

## **502 Work Schedules**

The normal work schedule for all employees is 7-1/2 hours a day, 5 days a week. Normal office hours are from 8:00 a.m. to 4:30 p.m. with an hour for lunch. Staffing needs, job assignments and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

These situations do not necessitate flexible scheduling as they are considered to be normal hours for the program staff is assigned to. Flexible schedules may be approved on a temporary basis under extenuating circumstances. Employees requesting consideration must first receive approval from the team leader; request, including reason for a change in schedule, must then be submitted in writing to the Executive Director for consideration. Approval will only be granted in those cases that warrant deviation from regular hours of operation.

Working at home is not to be the normal. Anyone who thinks they cannot get their work done in the office and has to work at home is required to receive written approval from the Executive Director. Also, no one in the office should be regularly working late. If you are not able to get your job done during normal business hours, please see the Executive Director.

**Policy No. 502 Issued 3/17/2011**

**Applicable 2/2/2011**

## **504 Use of Phone and Mail Systems**

Big Sandy ADD telephones are reserved for business use only. Therefore, employees are discouraged from making excessive outgoing personal calls, including local calls, and using cell phones excessively in the office. We may require you to reimburse Big Sandy ADD for charges resulting from personal calls when applicable.

Our mail system is intended for business purposes only, so we request that you do not send or receive your personal mail at work. If an emergency arises and you must use our mail system, reimbursement for postage is required.

Because our telephone communications are an important reflection of our image to customers and the community, every employee should use proper telephone etiquette. Some examples of good telephone etiquette are always using the approved greeting, speaking courteously and professionally, confirming the information you have received from the caller, and only hanging up once the caller has done so.

**Policy No. 504 Issued 3/17/2011**

**Applicable 2/8/2011**

## **505 Smoking**

In keeping with Big Sandy ADD's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and non-smokers conflict, the preferences of the nonsmokers will prevail.

Smoking is prohibited inside any District vehicle.

This policy applies equally to all employees as well as to our visitors.

**Policy No. 505 Issued 7/17/2003**

## 507 Overtime

The District shall grant Flex Time to exempt employees and pay overtime (one- and one-half times the hourly rate amount set out in the letter of employment) to hourly or non-exempt employees only as specifically authorized hereinafter, and pursuant to state and federal labor laws.

Flex Time - Special tasks, attendance at night meetings, or other circumstances often require time in excess of the hours of the standard work week of 37-1/2 hours. The designated team leader shall work with the employee to accommodate significant excess time on the job through re-scheduling time at work during the specified month of extra tasks. However, when such accommodation is not possible, and at such time as an employee has worked at least 40 hours in a given week, upon prior notification and consultation with the designated team leader, flex time will be allowed. Flex time shall be scheduled so that it is taken within thirty days following the time it is authorized. The accumulation of flex time i.e.: working through lunch and claiming flex time, is to be pre-approved and noted on the monthly time log. The team leader must also approve scheduling the use of accumulated flex time. Flex time is a benefit, is not accrued, and has no monetary value.

Overtime Work - All non-exempt employees must request and be so authorized to work in excess of 37-1/2 hours per week.

Donated Time - Non-exempt employees may not donate work time to the District at the office or any other location.

There may be times when Big Sandy ADD cannot meet its operating requirements or other needs during regular working hours. If this happens, we may schedule employees to work in excess of normal hours of operation. When possible, we will try to let you know in advance of a mandatory overtime assignment.

It is our policy that no flex time or overtime can be worked without the approval and authorization of the team leader. The ADD tries to distribute assignments fairly among all employees who are qualified to perform the required work.

With specific authorization only, all non-exempt employees will be paid overtime compensation in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. For this reason, time off for sick leave, vacation, and other paid or unpaid leaves of absence is not considered hours worked for the purpose of calculating overtime pay.

**Policy No. 507    Issued 3/17/2011**

**Applicable 2/2/2011**

## **508 Use of Equipment and Vehicles**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using Big Sandy ADD property, you are expected to exercise care, notify of required maintenance, and follow all operating instructions, safety standards, and guidelines.

You should notify your team leader if any equipment or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or other people. Your team leader can answer any questions about your responsibility for maintenance and care of equipment or vehicles you use on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

**Policy No. 508 Issued 7/17/2003**



## 510 Emergency Closings

There may be times when emergencies, such as severe weather, fires, or power failures may disrupt our normal business operations. In extreme cases, these circumstances may require that we close the work facility. Any closure will be at the discretion of the Executive Director.

When a facility is officially closed due to emergency conditions, the time off from scheduled work will be paid. However, if your position does not require you to work in the office, i.e.: field staff, you will be required to report to work as scheduled.

If Big Sandy ADD is not officially closed during an emergency, you are expected to report to work. If you do not report to work, you will not be paid for the time off. However, you may request to use your available paid time off, such as annual leave.

There may also be some situations where we ask employees in essential operations to work on a day when we are officially closed due to an emergency. In these circumstances, those employees who work will receive their regular pay.

**Policy No. 510 Issued 7/17/2003**

## 512 Business Travel Expenses

Big Sandy ADD will reimburse employees for reasonable business travel expenses when the travel has been approved in advance by the Team Leader. Once your travel plans are approved, and appropriate purchase requisitions and purchase orders are issued, you are expected to make your travel arrangements through your department.

When approved, we will reimburse the costs of travel, meals, lodging, and other expenses directly related to accomplishing the objective of your trip. When traveling out of the District, in order to be reimbursed you must submit an itemized receipt that lists the number of people in your party as well as who they are, with your time sheet for meals. In the event you do not attach an itemized receipt, reimbursement must be approved by the Executive Director. If the reimbursement is not approved, credit card charges will be withheld from your next payroll. If you do not have an overnight trip associated with your travel but are out of the District for more than 7.5 hours, a maximum limit for meals is set at \$15.00 excluding not more than 15% gratuity per person. If an overnight stay is necessary, a maximum limit for meals is set at \$30.00 excluding not more than 15% gratuity per person. Any charges submitted in excess of maximum amounts must be validated in writing to the Executive Director for approval. Any anticipation of expenses exceeding this limit, i.e.: out of state travel to a large city, must be pre-approved by the Executive Director. Naturally, we expect you will keep expenses within reasonable limits.

Reimbursement will not be made for the cost of self-entertainment or alcoholic beverages; however, reimbursement will be made for the cost of meals provided to others when necessary to perform the business of the District and approved by the Executive Director. All receipts must specify the number of persons relative to the receipt, otherwise reimbursement will not be approved.

The method of reimbursement of expenses of board members and advisory council members for attendance at seminars and training sessions when representing the District shall be treated the same as an employee of the District.

In the event funds are insufficient to reimburse all those eligible for out-of-region travel, the following priorities shall be followed: Chairman, Vice-Chairman, 2nd Vice-Chairman, Secretary, Treasurer.

It is the express policy of the District that employees will exercise moderation and discretion in incurring any costs while traveling on District business.

The above notwithstanding, the Executive Director has full and complete discretion as to the appropriateness of any or all expenses for which reimbursement is requested. Expenses that generally will be reimbursed include the following:

- \* Airfare or train fare for travel in coach or economy class or the lowest available fare.
- \* Car rental fees, only for compact or mid-sized cars.
- \* Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
  - \* Taxi fares, only when there is no less expensive alternative.
- \* Mileage reimbursement of .37 cents for use of personal cars, calculated from the assigned workstation, based on the most current cost allocation plan, only when less expensive transportation is not available.
- \* Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
- \* Cost of meals, with overnight stay, \$30.00 per person maximum excluding gratuity, with itemized receipt, without overnight stay, \$15.00 per person maximum, excluding gratuity with itemized receipt.
- \* Tips not exceeding 15% of the total cost of a meal or 10% of a taxi fare.
- \* Charges for telephone calls, fax, and similar services required for business purposes.

Travel Budgets: At the beginning of each fiscal year, each District employee will be notified of the amount budgeted in that fiscal year for travel. As actual travel costs are incurred, those costs will be charged to the individual's budget. Expenditures, which exceed the annual travel budget, will not be paid. Only the Executive Director or the Financial Director, with the Executive Directors authorization, may amend travel budgets.

Reimbursement: Generally, travel expenses will be reimbursed monthly. All requests for reimbursement shall be made on the standard time and expense form that is submitted monthly to payroll and approved by your team leader. All receipts must specify the number of persons and reason for expense.

Credit Cards: If any credit card is used for travel expenses of any type, or any other purchase, i.e.: Walmart, Lowes, Visa, etc. receipts must be provided immediately upon return. If an employee signs for a credit card purchase and does not provide receipts to Accounting, the purchase will be payroll deducted from the employee's next paycheck immediately upon return.

Mileage for the District must be recorded on the actual day(s) of travel. If travel occurred on the weekend, note this in the "destination" column of the timesheet. Accounting will not reimburse travel entered on days in which an employee is on leave unless there is a notation in the "destination" column.

To claim mileage reimbursement for traveling to the communities listed below, only the name of the community and the mileage need to be listed on the travel voucher.

The following communities are for round trip travel from the District office.

Phelps104 miles	Blackberry130 miles	Martin 23 miles	McDowell 44 miles
Mud Creek 56 miles	Wayland 46 miles	Wheelwright 70 miles	Paintsville 26 miles
Inez 48 miles	Salyersville 44 miles	Belfry101 miles	Elkhorn City 92 miles
Betsy Layne 34 miles	Pikeville 54 miles	Virgie-Douglas 77 miles	Marrowbone 88 miles
Out of District	Hazard 94 miles	Frankfort292 miles	Lexington240 miles
Louisville290 miles			

Travel Advance section has been removed it is not allowed.

Out of state travel: Any out of state travel by District employees must be approved in advance by the Executive Director and will be charged to the employee's regular annual travel budget.

In the event that you are involved in an accident while traveling on business, immediately report the incident to your team leader and the accounting department. If you use a vehicle owned, leased, or rented by Big Sandy ADD, it may not be used for personal reasons unless you have prior approval.

When a business trip is over, submit your completed travel expense report with your monthly time report, accompanied by receipts for all individual expenses.

Your team leader can give you guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues. We consider abuse of this policy to be a very serious matter. This includes falsifying expense reports to reflect costs that were not incurred by you or were not business-related. Therefore, failure to follow this business travel expense policy may be grounds for disciplinary action, up to and including termination of employment.

**Policy No. 512      Issued 9/1/2007      Applicable 6/21/2007**

## **516 Computer and Email Usage**

Big Sandy ADD may give employees access to computers, computer files, the e-mail system, and software to use in doing their work. We strive to maintain a workplace that is free of harassment and sensitive to the diversity of our employees. Therefore, we prohibit the use of computers and the e-mail system in ways that are illegal, disruptive, offensive to others, or harmful to morale.

We prohibit displaying, downloading, or e-mailing sexually explicit images, messages, and cartoons. Other examples of unacceptable computer usage include (but are not limited to) ethnic slurs, racial comments, offcolor jokes, or anything that may be seen by another person as harassment or disrespectful. You may not use e-mail to solicit others for commercial ventures, religious or political causes, outside organizations, or other nonbusiness matters.

You should notify your team leader, the Executive Director or any member of management, if you learn about a violation of this policy. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

**Policy No. 516    Issued 7/17/2003**

## 517 Internet Usage

Big Sandy ADD may provide employees with Internet access to help them do their jobs. This policy explains the guidelines for using the Internet responsibly and productively. While Internet usage is intended for job-related activities, we permit incidental and occasional brief personal use within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer systems is considered to be part of our official records. This means that it is subject to disclosure to law enforcement or other third parties. Therefore, you should always make sure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology that you use to access the Internet are always the property of Big Sandy ADD. Therefore, Big Sandy ADD reserves the right to monitor Internet traffic. We also reserve the right to retrieve and read any data that is composed, sent, or received through our online connections or is stored in our computer systems.

We do not allow data that is composed, transmitted, accessed, or received via the Internet to contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person.

Examples of unacceptable content include (but are not limited to) sexual comments or images, racial slurs, gender-specific comments, or other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

Big Sandy ADD does not allow the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet. As a general rule, if you did not create the material, do not own the rights to it, or have not received authorization for its use, you may not put the material on the Internet. You are also responsible for ensuring that a person sending material over the Internet has the appropriate distribution rights.

Before you download or copy a file from the Internet, you should take the necessary anti-virus precautions. Big Sandy ADD requires that all downloaded files be checked for viruses. All compressed files must be checked for viruses both before and after decompression.

Employees whose Internet usage violates laws or Big Sandy ADD policies are subject to disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

The following are examples of some actions and activities that are prohibited and which could result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals

- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous email messages
- Engaging in any other illegal activities

**Policy No. 517    Issued 7/17/2003**

## **518 Workplace Monitoring**

Big Sandy ADD may conduct workplace monitoring to help ensure quality control, employee safety, security, and customer satisfaction.

The computer equipment systems and Internet access that employees may use are always the property of Big Sandy ADD. Therefore, Big Sandy ADD reserve the right to monitor computer activities. We also reserve the right to retrieve and read any computer files or data that are composed, sent, or received through Internet connections or stored in our computer systems.

Big Sandy ADD may conduct video surveillance of non-private workplace areas. We use video monitoring to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage and prevent acts of harassment and workplace violence.

You may request access to information gathered through workplace monitoring that may impact employment decisions. Big Sandy ADD will grant access unless there is an ongoing investigation or a legitimate business reason to protect confidentiality.

Because we are sensitive to the legitimate privacy rights of our employees, we will make every effort to guarantee that workplace monitoring is always done in an ethical and respectful manner. All monitoring must be pre-approved by the Executive Director.

**Policy No. 518 Issued 7/17/2003**

## **520 Telecommuting**

Big Sandy ADD may offer telecommuting to some employees when it is mutually beneficial to both the District and the employee. Telecommuting is the practice of working at home or at a site near the home instead of physically traveling to a central workplace.

Telecommuting is an alternative method for meeting the business needs of Big Sandy ADD and is not a universal employee benefit. Telecommuting is not an encouraged practice and approval is at the sole discretion of the Executive Director. Requests should be made in writing and should include circumstances necessitating the request.

**Policy No. 520    Issued 7/17/2003**



## **522 Workplace Violence Prevention**

Big Sandy ADD is committed to preventing workplace violence and to maintaining a safe work environment. We have adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that might occur during business hours or on our premises.

All employees, including volunteers and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. We prohibit firearms, weapons, and other dangerous or hazardous devices and substances from the premises or property of Big Sandy ADD without proper authorization.

Big Sandy ADD will not tolerate conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods. This includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, either direct or indirect, should be reported as soon as possible to your team leader or any other member of management. This includes threats by employees as well as threats by customers, vendors, solicitors, or anyone else. When reporting a threat of violence, you should be as specific and detailed as possible.

Be sure to report any suspicious person or activities as soon as possible to a team leader. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work area, do not try to intercede or see what is happening.

We will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the person who made the report will be protected to the extent practical. To maintain workplace safety and the integrity of its investigation, Big Sandy ADD may suspend an employee, either with or without pay, pending investigation.

Any person who violates these guidelines will be subject to disciplinary action, up to and including termination of employment. Violations include making a threat of violence or actually committing a violent act.

If you are having a dispute or differences with another employee, we encourage you to discuss it with your team leader or the Executive Office before the situation escalates into potential violence. Big Sandy ADD is eager to assist in the resolution of employee disputes and we will not discipline an employee for raising these types of concerns.

**Policy No. 522 Issued 7/17/2003**

# 589 Criminal Records Background Check

Policy No. 589 Issued 7/17/2003

## 599 Whistle Blower

The Commonwealth of Kentucky has enacted legislation protecting employees from disciplinary action where the employee has disclosed to an appropriate government district illegal conduct by the employer. As such, unless the employee knows that the report is false, this employer will not discharge, threaten, or otherwise discriminate against an employee because the employee reports, verbally or in writing, a violation or suspected violation of law, regulation, or rule promulgated pursuant to the laws of this state, a political subdivision of this state, or the United States to a public body, or because an employee is requested by a public body to participate in an investigation, hearing, or inquiry held by that public body, or a court action.

Information regarding known or suspected disclosure of information shall be forwarded to the Executive Director, except that information shall be forwarded to the Chairman if the disclosure involves the Executive Director. The Executive Director (or Chairman) shall conduct an investigation into the disclosure within one calendar month following receipt of the information.

**Policy No. 599 Issued 7/17/2003**

**Applicable 11/2/2010**

## 601 Medical Leave

Big Sandy ADD provides family & medical leaves of absence to eligible employees who become temporarily unable to work due to a serious health condition or disability. For family & medical leave purposes, a serious health condition or disability includes inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions.

Employees in the following employment classifications are eligible to request family & medical leave:

- \* Regular full-time employees
- \* Regular part-time employees

Eligible employees may request family & medical leave only after completing 1250 hours of service, however we may consider exceptions to the service requirement to accommodate disabilities. In order to receive family & medical leave, you must specifically request it. If you think you will need a family & medical leave, give your request to your team leader at least 30 days in advance of the date the leave would start. This will help us plan for your possible absence. If it is an unexpected situation, make your request as soon as possible.

We require a health care provider's statement verifying the need for family & medical leave and the start and expected end dates. You are responsible for telling us about any subsequent changes to that information. Before you can return to work, we will require verification from a health care provider stating that you are fit to return.

Unpaid family & medical leaves are normally for the period of the disability, up to a maximum of 12 weeks within any 12-month period. The 12-week maximum applies to any combination of both family & medical leave during any 12-month period. If the initial period of approved leave proves insufficient, we will also consider a request for one-time single extension of no more than 45 calendar days. Before beginning an unpaid family & medical leave, you must first use any available accrued paid time off, such as vacation or sick benefits, which will be considered part of your leave time.

If you incur a work-related injury, you are eligible for a family & medical leave for the period of 12 weeks and disability in accordance with the laws covering occupational disabilities.

Subject to the terms, conditions, and limitations of the applicable plans, Big Sandy ADD will continue to provide health insurance benefits for the full period of a family & medical leave.

Benefit accrual, such as vacation, sick leave, or holiday benefits, will be suspended during an unpaid family & medical leave and will resume when you return to active employment.

The District portion of health insurance benefits are still paid by the District for you during your FMLA. If, however, you do not return to work from FMLA, you will be required to reimburse the District the cost of health insurance paid out on your behalf.

To help us plan for your return from leave, we request at least two weeks' notice before your expected return date. When you return from family & medical leave, you will be reinstated to your position unless that job is no longer available. If it is not available, you will be placed in an equivalent position for which you are qualified.

However, reinstatement cannot be guaranteed in all cases.

**Policy No. 601 Issued 7/17/2003**

## **603 Personal Leave**

Big Sandy ADD will consider a request from an eligible employee to take an unpaid personal leave of absence to fulfill personal obligations. Only regular full-time employees are eligible.

Eligible employees may request a personal leave only after completing 12 months of service. In order for us to give your leave request adequate consideration, we ask that you submit the request in writing to your team leader as far in advance as possible.

An eligible employee may not take more than 60 calendar days of personal leave every 1 year. With team leader approval, you may include available accrued paid time off, such as vacation, as part of your personal leave period.

We will give each request individual consideration. The decision to approve a personal leave will be based on a number of business factors such as anticipated workload needs and staffing considerations during the proposed absence.

Subject to the terms, conditions, and limitations of the applicable plans, Big Sandy ADD will continue to provide health insurance benefits for the full period of the approved personal leave.

While on leave employees will be removed from active payroll and benefit accrual, such as vacation, sick leave, or holiday benefits, will be suspended during a personal leave and will resume when you return to active employment.

When a personal leave ends, we will make every reasonable effort to return you to the same position if it is available or to an available similar position for which you are qualified. However, Big Sandy ADD cannot guarantee reinstatement in all cases.

If you do not report to work promptly at the end of a personal leave, we will assume that you have resigned.

**Policy No. 603 Issued 7/17/2003**

## 605 Military Leave

Big Sandy ADD will grant a military leave of absence to employees who are absent from work because they are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). You are required to give your supervisor advance notice of upcoming military service, unless military necessity prevents advance notice, or it is otherwise impossible or unreasonable.

You will receive full pay for a period up to ten (10) working days in a twelve (12) month period. The portion of any military leave of absence in excess of two weeks will be unpaid. However, you may use any available accrued paid time off, such as vacation or sick leave, for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which you are otherwise eligible.

Benefit accrual such as vacation, sick leave, and holiday benefits will continue during a military leave of absence.

Employees who are on military leave for up to 30 days must return to work on the first regularly scheduled work period after service ends (allowing for reasonable travel time). Employees who are on military leave beyond 30 days must apply for reinstatement in accordance with USERRA and all applicable state laws.

When you return from military leave (depending on the length of military service in accordance with USERRA), you will be placed either in the position you would have attained if you had remained continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed.

If you have questions about military leave, contact the Executive Director for more information.

**Policy No. 605 Issued 7/17/2003**

## **607 Pregnancy-Related Absences**

Big Sandy ADD will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. We will evaluate such leave requests according to the medical leave policy provisions outlined in this manual and all applicable federal and state laws.

If you request time off for a pregnancy or childbirth reason (such as bonding or child care) that is not related to a medical disability for those conditions, we will treat the request in the same way as we would consider a request for unpaid family or personal leave.

**Policy No. 607 Issued 7/17/2003**

# 701 Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, we expect you to follow rules of conduct that will protect the interests and safety of all employees and Big Sandy ADD.

Although it is not possible to list all the forms of behavior that are considered unacceptable at work, the following are some examples of conduct that may result in disciplinary action, up to and including termination of employment:

- \* Theft or inappropriate removal or possession of property
- \* Falsification of timekeeping records
- \* Working under the influence of alcohol or illegal drugs
- \* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- \* Fighting or threatening violence in the workplace
- \* Boisterous or disruptive activity in the workplace
- \* Negligence or improper conduct leading to damage of employer-owned or customer-owned property \*
- Insubordination or other disrespectful conduct
- \* Smoking in prohibited areas
- \* Sexual or other unlawful or unwelcome harassment
- \* Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- \* Excessive absenteeism or any absence without notice
- \* Unauthorized absence from workstation during the workday
- \* Unauthorized use of telephones, mail system, or other employer-owned equipment
- \* Unauthorized disclosure of confidential information
- \* Violation of personnel policies
- \* Unsatisfactory performance or conduct

## A. Office Protocol

District office space and equipment are designed and appointed for the conduct of business. Furnishings, decor, and conduct of personnel shall further the conduct of District business.

## B. Office Management

The Executive Director shall obtain, organize and assign appropriate space, equipment, and materials for the District. Operational and maintenance responsibilities, special work assignments and office management policies or procedures shall be established and promulgated and changed as required in like manner.

## C. Correspondence

The Executive Director shall sign all official correspondence relative to policy issuance or shall designate a proxy in writing for this purpose.

## D. Dress

Appropriate dress shall be defined as follows:

1. When in the office, appropriate dress to business offices in the region should be worn. Shorts are not allowed. Belly shirts not allowed.
2. When attending public meetings, the staff member should dress in a manner similar to those conducting the meeting.
3. When doing manual labor or engaging in field survey work, less formal clothing is permissible but should always be neat, clean and in good taste.
4. When specific program policy requires that a uniform or other specific dress code applies, or personal identification badges be worn, employees are required to do so without exception.



E. Soliciting

In an effort to assure a productive and harmonious work environment all solicitation must be pre-approved by the Executive Director.

The District recognizes and encourages its personnel to have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. Employees will be reminded of the policy. However, employees may leave order forms or literature in the common area of the break room.

F. Office Decorum

Employees are expected to keep their respective offices or designated workspaces neat, clean and orderly, and to assist, both by assignment and by volunteering, in cleaning and maintain common-use areas. This includes the outside premises from trash and litter.

**Policy No. 701 Issued 7/17/2003**

## 702 Drug and Alcohol Use

Big Sandy ADD wants to provide a drug-free, healthful, and safe workplace. To meet this goal, we expect you to report to work in a mental and physical condition that enables you to perform your job in a satisfactory manner.

While on Big Sandy ADD premises or while conducting business-related activities off Big Sandy ADD premises, you may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. Controlled substances are those described in KRS 218 A.020 through KRS 218 A.140, or in regulations of the Cabinet for Families and Children and the Cabinet for Health. We permit the legal use of prescribed drugs on the job only if they do not impair your ability to perform the essential functions of your job effectively and safely without endangering others.

Each employee shall read and sign the Drug Free Workplace Certification, attached to this policy, which will be placed into your permanent personnel file.

If you violate this policy, it may lead to disciplinary action, up to and including immediate termination of your employment. Additionally, we may require that you participate in a substance abuse rehabilitation or treatment program. If you violate this policy, there could also be legal consequences.

To help employees understand the important provisions of this policy, we will refer you to a drug-free awareness program in the area. The program provides information on the dangers and effects of substance abuse in the workplace, the resources available, and the consequences of violating this policy.

If you have questions about substance dependency or abuse, we strongly encourage you to discuss these matters with your team leader or the Executive Director to receive assistance or referrals to appropriate community resources.

An employee with a drug or alcohol problem may request approval to take unpaid time off to participate in a rehabilitation or treatment program through our health insurance benefit coverage, if the employee's substance abuse problem has not already resulted in disciplinary action and the employee is not currently subject to immediate disciplinary action. The time off may be granted if the employee agrees to abstain from using the problem substance; abides by all Big Sandy ADD policies, rules, and prohibition relating to conduct in the workplace; and if granting the time off will not cause Big Sandy ADD any undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify Big Sandy ADD of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees are hereby informed that drug abuse prevention information and counseling is available through a Mountain Comprehensive Care Center located in each county seat of the Big Sandy Region.

If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with your team leader or the Executive Director without fear of reprisal.

Big Sandy ADD policies require all employees to sign a drug free workplace acknowledgement form at the time of hire. This form will be placed in your permanent personnel file. Big Sandy ADD reserves the right to randomly drug test all employees with or without cause. Any such testing will be done without notification and at the ADD's expense.

**Policy No. 702 Issued 7/17/2003**

**The Drug Free Awareness Program** is intended to inform employees about:

- A. The dangers of drug use in the workplace
- B. The employer's intent of maintaining a drug free workplace
- C. Any available drug counseling, rehabilitation, and employee assistance programs, and
- D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

**By signing this acknowledgement I agree that I understand that Big Sandy Area Development District has a drug free workplace policy in place. I also agree to pre-employment drug screening and random drug testing thereafter.**

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Signature

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Date

## 703 Sexual and Other Unlawful Harassment

Big Sandy ADD is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- \* Unwanted sexual advances.
- \* Offering employment benefits in exchange for sexual favors.
- \* Making or threatening reprisals after a negative response to sexual advances.
- \* Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- \* Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- \* Verbal sexual advances or propositions.
- \* Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- \* Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your team leader. If the team leader is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Executive Director. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any team leader who becomes aware of possible sexual or other unlawful harassment must immediately advise the Executive Director so it can be investigated in a timely and confidential manner. Any employee engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

**Policy No. 703 Issued 7/17/2003**

## **704 Attendance and Punctuality**

As an employee of Big Sandy ADD, you are expected to be reliable and punctual by reporting for work on time and as scheduled. When you are absent or late, it places a burden on other employees and can impact productivity and service. In the rare instances when you cannot avoid being late or are unable to work as scheduled, be sure to notify your team leader and the Communications Coordinator as soon as possible so that appropriate arrangements can be made.

Because unplanned absences can be disruptive to work, a poor attendance record or excessive lateness may lead to disciplinary action, up to and including termination of employment.

**Policy No. 704 Issued 7/17/2003**

## 705 Personal Appearance

We want Big Sandy ADD employees to reflect an appropriate business image to constituents and visitors.

How you dress, your grooming and personal cleanliness standards all contribute to that image and also to the morale of your co-workers.

During business hours or whenever representing Big Sandy ADD, you are expected to present a clean and neat appearance. This is particularly true if your job involves dealing in person with constituents or visitors.

Blue jeans and logo shirts (with the exception of BSADD t-shirt logo) are unacceptable except on casual Fridays if no other meetings warrant dress attire.

As regards the KY Works Program's Workforce Development Specialists, dress code is as follows:

1. Dress is described as "professional attire".
2. Men will wear a tie while on the job.
3. Neither men or women may wear shorts or jeans while on the job unless prior approval is obtained from the Regional KY Works Director.
4. If you are not dressed according to this policy, you may be asked to return home and re-dress appropriately.

This is at the sole discretion of the Regional KY Works Director.

Your team leader is responsible for establishing a reasonable dress code appropriate to the job you perform. Be sure to consult your team leader if you have questions as to what constitutes appropriate appearance. We may, when necessary, make reasonable accommodation in the personal appearance policy for a person with a disability.

**Policy No. 705 Issued 3/17/2011**

**Applicable 2/2/2011**

# 706 Return of Property

As part of your job, you may be issued or given temporary possession of Big Sandy ADD property, equipment, materials or written information.

You are expected to be responsible for and maintain control of any Big Sandy ADD property in your possession. If your employment ends, all Big Sandy ADD property must be returned on or before your last day of work. In situations where you do not return Big Sandy ADD property, we may take steps to recover the item or its cost by withholding from your regular or final paycheck when allowed by law, or by taking legal action.

All staff who are assigned Big Sandy ADD property will be asked to sign an acknowledgement of receipt listing the items disbursed and the assigned dollar value. You will be responsible for the return of this property if you leave employment. If you do not return the property signed for, you will be financially responsible to the ADD for the dollar amount listed. The value of unreturned property will be payroll deducted from your final check. This acknowledgement will be kept in you personnel file in the accounting office.

## PROPERTY ACKNOWLEDGEMENT FORM

I acknowledge receipt of the property or equipment listed herein and that all property or equipment listed is in good condition. By signing this acknowledgement, I agree to the value listed herein and promise that I will return any property or equipment assigned to me in good condition or I will be held financially liable for it. I also understand that the value of any property or equipment not returned upon my termination of employment will be withheld from my final paycheck.

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Date**

**ITEM**  
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## 712 Solicitation

In an effort to minimize disruptions and maintain a harmonious environment, we prohibit people who are not Big Sandy ADD employees from either soliciting or distributing literature in the workplace at any time for any purpose.

We recognize that our employees are often active and have interest in events and organizations outside work. However, it is also our policy that employees may not solicit for or distribute literature about these activities during working time.

Following are some examples of the types of solicitation that are not allowed:

- \* The collection of money, goods, or gifts for community religious, political or charitable groups
- \* The sale of goods, services, or subscriptions outside the scope of official organization business
- \* The circulation of petitions
- \* The distribution of literature not approved by the employer
- \* The solicitation of memberships, fees, or dues

Posting notices and solicitations on our bulletin boards is also limited to only certain types of information. Big Sandy ADD uses these bulletin boards to display information we think is important to employees. We suggest that you check them frequently to see:

- \* Affirmative Action statement
- \* Employee announcements
- \* Internal memoranda
- \* Job openings
- \* Organization announcements
- \* Workers' compensation insurance information
- \* State disability insurance/unemployment insurance information

If you have a message of interest to the workplace that you want to post, you may submit it to the Executive Assistant for approval. Approved messages will be posted by the Executive Assistant.

**Policy No. 712**

**Issued**  
7/17/2003



## 718 Problem Resolution

Big Sandy ADD is committed to providing the best possible working conditions for our employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Big Sandy ADD team leaders and management.

Big Sandy ADD strives to ensure fair and honest treatment of all employees. We expect team leaders and employees to treat each other with mutual respect. We encourage employees to offer positive and constructive criticism to each other.

If you disagree with established rules of conduct, policies, or practices, you can express your concern through the problem resolution procedure. You will not be penalized, formally or informally, for voicing a complaint with Big Sandy ADD in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when you believe that a condition of employment or a decision affecting you is unjust or inequitable, you are encouraged to make use of the following steps. You may discontinue the procedure at any step.

### PROBLEM RESOLUTION PROCEDURE

1. You present the problem to your team leader within 10 calendar days after the incident occurs. If your team leader is unavailable or you believe it would be inappropriate to contact that person, you may present the problem to the Executive Director or the Executive Assistant.
2. The team leader responds to the problem during discussion or within 10 calendar days after consulting with appropriate management, when necessary. The team leader documents the discussion.
3. You present the problem to the Executive Director within 10 calendar days if the problem is unresolved.
4. The Executive Director counsels and advises you, assists in putting the problem in writing, visits with your team leader, if necessary, and directs you to the Executive Committee for appeal of the problem.
5. You present the problem to the Executive Committee in writing, within 10 days.
6. The Executive Committee reviews and considers the problem. The Executive Committee informs you of the decision within 10 calendar days and forwards a copy of the written response to the Executive Director for your file. If you are not satisfied with the Executive Committee's action, you may appeal within 10 days to the full board. The full board will agendaize the issue for the next regularly scheduled meeting. The action of the full board is final.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

**Policy No. 718 Issued 7/17/2003**