



**GREATER TEXOMA UTILITY AUTHORITY  
BOARD MEETING  
JULY 21, 2025**

**GTUA BOARD ROOM  
5100 AIRPORT DRIVE  
DENISON, TEXAS 75020**



**AGENDA  
GREATER TEXOMA UTILITY AUTHORITY  
BOARD OF DIRECTORS MEETING  
GTUA BOARD ROOM  
5100 AIRPORT DRIVE  
DENISON, TEXAS 75020  
Monday, July 21, 2025, 12:00 p.m.**

---

Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 21st day of July 2025, at 12:00 p.m. in the Administrative Offices of the Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX, 75020, at which time the following items may be discussed, considered, and acted upon, including the expenditure of funds.

**Agenda:**

- I. Call to Order.
- II. Pledge of Allegiance.
- III. Administer Oath of Office.
- IV. Consent Agenda
  - \* Items marked with an asterisk (\*) are considered routine by the Board of Directors and will be enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.
- V. \*Consider and act upon approval of Minutes June 16, 2025, Meeting
- VI. \*Consider and act upon approval of accrued liabilities for June 2025.
- VII. \*Receive Monthly Financial Information.
- VIII. \*Consider and act upon Change Order No. 3 with Hayes Construction, LLC. for the City of Bells Watermains Installation Project.
- IX. Citizens to be Heard.
- X. Consider and act upon appointments to the Budget and Finance Committee for fiscal year 2025-2026.
- XI. Consider and act upon the award of contract for the City of Sherman Water Treatment Plant Doors Replacement Project.

- XII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Triad Services Group, LLC. for the City of Sherman Concentrate Discharge System-Force Main Project as complete.
- XIII. Review and discussion on an updated GTUA Personnel Handbook.
- XIV. Executive Session
- Pursuant to Government Code, Sections 551.074, the Board of Directors may adjourn into closed Executive Session to discuss the following:
- A. Personnel Matters
- (ii) Consider evaluation and duties of administrative and operational personnel
- XV. Regular Session
- XVI. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.
- XVII. Adjourn.

---

<sup>1</sup>The Board may vote and/or act upon each of the items listed in this agenda.

<sup>2</sup>At any time during the meeting or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the Greater Texoma Utility Authority Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during an open meeting.

<sup>3</sup>PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING, AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT VELMA STARKS AT (903) 786-4433 TWO (2) WORKING DAYS PRIOR TO THE MEETING, SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

## **AGENDA ITEM V**

**MINUTES OF THE BOARD OF DIRECTORS' SPECIAL MEETING  
GREATER TEXOMA UTILITY AUTHORITY**

**MONDAY, JUNE 16, 2025**

**AT THE ADMINISTRATIVE OFFICES  
5100 AIRPORT DRIVE  
DENISON TX 75020**

---

Members Present: Donald Johnston, Brad Morgan, Matt Brown, Scott Blackerby, Stanley Thomas, Ken Brawley, and Kristofor Spiegel

Members Absent: Henry Koehler

Staff: Paul Sigle, Nichole Murphy, Stacy Patrick, Debi Atkins, and Velma Starks

General Counsel: Michael Young, Wynne and Smith

Bond Counsel Kristen Savant, Norton Rose Fulbright

Financial Consultant Garry Kimball, Specialized Public Finance

I. Call to Order

Board President Brad Morgan called the meeting to order at 12:00 p.m.

II. Pledge of Allegiance

Board President Brad Morgan led the group in the Pledge of Allegiance.

III. Consent Agenda

\*Items marked with an asterisk (\*) are considered routine by the Board of Directors and are enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.

IV. \* Consider and act upon approval of Minutes of May 19, 2025, Meeting.

V. \* Consider and act upon approval of accrued liabilities for April and May 2025.

Discussion was held.

VI. \*Consider and act upon Change Order No 2 with Hayes Construction, LLC. for the City of Bells Watermains Installation Project.

VII. \*Consider and act upon Change Order No. 1 with Drake General Contractors, LLC. for the Bear Creek SUD Pump Station 2 Project.

Board Member Scott Blackerby made the motion to approve the Consent Agenda. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

VIII. Citizens to be Heard.

No citizens wished to be heard.

IX. Consider all matters incident and related to the issuance, sale and delivery of “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2025 (City of Sherman Project)”, including the adoption of a resolution authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to authorized officials of the Authority

General Manager Paul Sigle provided background information for the Board. Garry Kimball Financial Consultant provided details for the Board. Discussion was held. Kristen Savant, Bond Counsel added more details for the Board. Board Member Matt Brown made a motion to adopt a resolution authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to authorized officials of the Authority. Board member Kristofor Spiegel seconded the motion. Motion passed unanimously.

X. Consider and act upon the resignation of Robert Hallberg.

Board Member Ken Brawley made a motion to accept the resignation of Robert Hallberg. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

XI. Consider and act upon Resolution of Appreciation for Robert Hallberg.

Board Member Donald Johnston made a motion to approve the Resolution of Appreciation for Robert Hallberg. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

XII. Receive General Manager’s Report: The General Manager will update the Board on operational and other activities of the Authority.

- General Manager Paul Sigle informed the Board that legislation has been approved to allocate additional funding beginning in 2027 for water-related projects, including new water sources and the repair of leaking pipes. An amount of \$2.5 billion is anticipated to be available soon. The Board engaged in a discussion regarding this development.
- Legislation has been approved to change the meeting posting deadline to three business days instead of 72 hours.

XIII. Adjourn

Board Member Ken Brawley made the motion to adjourn. Board Member Kristofor Spiegel seconded the motion. Board President Brad Morgan declared the meeting adjourned at 12:23 p.m.

#####

---

Recording Secretary

---

Secretary-Treasurer

## **AGENDA ITEM VI**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION BY THE BOARD OF DIRECTORS OF THE  
GREATER TEXOMA UTILITY AUTHORITY AUTHORIZING  
PAYMENT OF ACCRUED LIABILITIES FOR THE MONTH OF JUNE**

The following liabilities are hereby presented for payment:

**CURRENT      PRIOR MONTH      PRIOR YEAR      % COMPLETE**

**GENERAL:**

Fuel and Reimbursements for Mileage

Nichole Murphy (Reimbursement for mileage)	617.92
Paul Sigle (Reimbursement for Mileage)	162.75
Velma Starks (Reimbursement for mileage)	32.32
Valero Fleet Plus (Fuel - Operations Vehicles)	1,705.08

Insurance

TWCA Risk Management (Workers' compensation insurance)	574.00
Bayless Hall Insurance - (Crime Bond renewal for 2026)	810.00

Leases/Rental Fees

Pitney-Bowes (Mailing system)	165.54
North Texas Regional Airport (Lease - administrative offices)	2,631.96
Wells Fargo Finance Center (Lease - Konica)	509.36

Legal Fees

Wynne, Smith & Young (Agenda, Board Meeting for February - May 2025)	3,502.50
--	----------

Meetings and Conferences

American Express (TWA Conference)	160.24
Cowboy Chicken (BOD Lunch)	502.83

Miscellaneous

Awards Unlimited - (Dedication service award for Robert Hallberg)	112.44
Nova Medical Centers (New Hire physical for KC)	260.34

Postage

United States Postal Service (Meter Refill)	500.00
---	--------

Professional Services

Final Details (Cleaning Service)	585.00
----------------------------------	--------

Repair & Maintenance - Building & Equipment



	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Flores Heating & AC (Serviced condensor & ordered thermostate. Returned to replace thermostat and test operation. (copier room)	800.00			
<u>Repair &amp; Maintenance - Administrative and Operations Vehicles</u>				
Bank of Texas Visa (Truck Battery)	64.92			
Discount Tires (New tires for 22 Ford Ranger (KE truck))	669.80			
Grayson County Tax Assessor - Collector (Registration for 2016 F150)	7.50			
Whistlestop (2019 F150 Oil change and wash (WE truck))	135.46			
Whistlestop (2016 F150 Oil Change and wash (RM truck))	121.18			
<u>Supplies</u>				
American Express (General Office Supplies, GoDaddy renewals)	345.62			
Bank of Texas Visa (General Office Supplies, LogMeIn, Foxit, Monitor, Bluetooth headset, dogle, stapler)	866.09			
HACH Company (Chemkeys for opeations, ammonia free)	171.10			
Pitney Bowes - (Mail meter supplies)	136.92			
USA Bluebook (Water testing kits)	447.38			
<u>Utilities</u>				
ATMOS Energy (Gas)	153.81			
City of Denison (Water)	336.58			
City of Sherman (Trash services)	89.00			
Shell Energy (Electric)	85.95			
Sparklight (Internet)	125.93			
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00			
Eric Kyukendall (Reimbursement for cell phone expenses)	25.00			
Nichole Murphy (Reimbursement for cell phone expences)	25.00			
Paul Sigle (Reimbursment for cell phone expense & internet change)	8.34			
Richard McCool (Reimbursement for cell phone expense)	25.00			
Stacy Patrick (Reimbursement for cell phone expenses)	25.00			
Steve White (Reimbursement for cell phone expenses)	25.00			
Wayne Eller (Reimbursement for cell phone expenses)	25.00			
<b>TOTAL:</b>	<b>\$ 17,572.86</b>	<b>\$ 32,234.65</b>	<b>\$ 35,705.09</b>	
<b>SOLID WASTE:</b>				
<u>Utilities</u>				
Grayson-Collin Electric	280.40			
<b>TOTAL:</b>	<b>\$ 280.40</b>	<b>\$ 315.26</b>	<b>\$ 1,139.12</b>	
<b>WASTEWATER:</b>				
<u>Construction Contracts</u>				

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Archer Western (Potttsboro 2019 - WWTP Expansion & Rehab for .65 MGD flow rate. Project 89% complete. Pay App #24)	130,913.75			
Archer Western (Potttsboro 2022 - WWTP Expansion & Rehab for .65 MGD flow rate. Project 89% complete. Pay App #24)	59,974.69			89%
Archer Western (Potttsboro 2022 - WWTP Expansion & Rehab for .65 MGD flow rate. Project 92% complete. Pay App #25)	240,468.28			92%
Archer Western (Potttsboro 2022 - WWTP Expansion & Rehab for .65 MGD flow rate. Project 92% complete. Pay App #26)	279,527.11			92%
Black Rock (Sherman 2025 - Progress Park Sewer Industrial Sewer Outfall Pay App #1. 8% completed)	458,781.62			8%
City of Sherman (Sherman 2023 - Heritage Ranch reimbursement 2nd qtr 2025)	48.23			
City of Sherman (Sherman 2017A - Crossroads WW reimbursement 2nd qtr 2025)	32,616.70			
City of Sherman (Sherman 2024A - Misc. Progress Park reimbursement 2nd qtr 2025)	19,909.92			
Drake (Sherman 2019 - Crossroads WW Main Extension (FM1417 to 1200' North of West Travis) for May 2025)	450.00			
Hawk Construction (Sherman 2020 - Sherman Lab Building Remodel and addition 32% complete pay app #4)	190,234.11			32%
Hayes Construction (Sherman 2024A - Shepherd Dr Sewer Ext 100% completed.)	286,518.55			100%
Kiewit (Sherman 2024A - WWTP MBR Pay App # 21 Project 90% complete)	9,277,623.28			90%
Wade Trim (Sherman 2021 - Sherman US 82 Sewer Replacement project. Engineering services through 3/1/25-4/25/25)	21,954.00			
Western Municipal (Sherman 2024 - Post Oak Swr PH 1. Project is 84% complete. Pay App #9)	181,969.51			84%
<b>Engineering Fees</b>				
Antero Group (Bells 2022 - WWTP Engineering services)	7,061.47			94%
Antero Group (Bells 2022 - WWTP Engineering services)	390.00			94%
Antero Group (Sherman 2022 - TPDES Permit Amendment Support for the period of April 2025)	1,102.50			
City of Bells (Bells 2022 - WW Engineering 97.11 % complete)	723.75			
Birkhoff (Sherman 2022 - Engineering services for the Shepherd Dr. Sewer Ext. from 3/31/25-4/27/25)	237.60			
Freese & Nichols (Sherman 2021- Eastside Lift Station & Regional Sewer engineering services through 4/30/25 project 66% complete)	12,383.53			66%
Geotex (Sherman 2022 - Downtown Wastewater Improvements PH1 Montgomery St. as of 4/30/25)	270.88			
Geotex (Sherman 2019 - Post Oak Sanitary Sewer Line testing as of 4/30/25)	704.25			
Huitt-Zollars (Sherman 2021 - Post Oak Sanitary Sewer Improvements for period ending 05/31/25)	1,140.00			
Kimley-Horn (Whitewright 2023 - WWTP Improvements for services rendered through 1/31/25)	78,750.00			
Kimley-Horn (Whitewright 2023 - WWTP Improvements for services rendered through 2/28/25)	40,950.00			
Kimley-Horn (Whitewright 2023 - WWTP Improvements for services rendered through 3/31/25)	53,550.00			
Kimley-Horn (Whitewright 2023 - WWTP Improvements for services rendered through 4/30/25)	6,300.00			
Kimley-Horn (Sherman 2024A - Progress Park Sewer engineering services through 3/31/25)	9,402.50			
LAN (Sherman 2024 - Post Oak Creek Interceptor services through 5/23/25)	7,250.00			
Mead & Hunt (Sherman 2024A - WWTP Relift Pump & Effluent Filter Detailed Design for April 2025)	10,442.00			
Mead & Hunt (Sherman 2022 - Blalock Sewer Line Improvements for March 2025)	8,165.43			
Mead & Hunt (Sherman 2022 - Blalock Sewer Line Improvements for April 2025)	15,164.37			
Mead & Hunt (Sherman 2022 - Blalock Sewer Line Improvements for May 2025)	53,093.67			
Mead & Hunt (Sherman 2024A - North WWTP Design & Peak Flow Expansion Study for March 2025)	21,624.67			
Mead & Hunt (Sherman 2024A - North WWTP Design & Peak Flow Expansion Study for April 2025)	31,232.33			
Mead & Hunt (Sherman 2024A - North WWTP Design & Peak Flow Expansion Study for May 2025)	39,895.50			
Mead & Hunt (Sherman 2022 - TPDES Permit Amendment Support for the period of March 2025)	1,074.50			
Mead & Hunt (Sherman 2022 - TPDES Permit Amendment Support for the period of April 2025)	1,102.50			
Mead & Hunt (Sherman 2024A - WWTP Relift Pump & Effluent Filter Detailed Design for 3/31/25)	14,357.75			9%
Mead & Hunt (Sherman 2024A - WWTP Relift Pump & Effluent Filter Detailed Design for 5/31/25)	23,494.50			
Mead & Hunt (Sherman 2024A - North WWTP Design & Peak Flow Expansion Study for 3/31/25)	21,624.67			
Plummer (Sherman 2024 - Industrial WW Support / WWT and Water Reuse Master Plan through 4/25/25. Proj 81 % complete)	531,978.19			
Plummer (Sherman 2024A - South WWTP PH2 conceptual design for services through 4/25/25)	73,509.91			
Plummer (Sherman 2024A - South WWTP PH2 conceptual design for services through 5/23/25)	79,287.40			
Plummer (Sherman 2024A - SSWTP - MBR Solid Thickening Improvements / Design through 4/25/25)	44,930.55			
Plummer (Sherman 2024A - SSWTP - MBR Solid Thickening Improvements / Design through 5/23/25)	29,953.70			
Plummer (Sherman 2022 - WWTP Electrical Switchgear Design for electrical generator services through 5/23/25)	17,509.41			

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Plummer (Pottsboro 2019 - WWTP PH 2 construction Phase for services through 1/24/25)	13,782.00			
Plummer (Pottsboro 2019 - WWTP PH 2 RPR Services through 1/24/25)	3,220.00			
Plummer (Pottsboro 2022 - WWTP PH2 II RPR Services through 3/28/25)	10,103.32			
Plummer (Pottsboro 2022 - WWTP PH2 Construction phase. Services through 3/28/25. 95% complete)	3,595.50			95%
<u>Legal</u>				
Wynne, Smith & Young (Sherman 2024 - Review of the WWTP electrical upgrade contract and related documents for GDC)	400.00			
<u>Paying Agent Fees</u>				
Bank of Texas Trust (Anna / Melissa 2006 - GRTEXUACRB06 6/1/25)	475.00			
Bank of Texas Trust (Anna / Melissa 2007 - GTUACRBS07AM 6/1/25)	475.00			
Bank of Texas Trust (Henrietta 2022 - GTUAHENRIE22 8/15/25)	300.00			
Bank of Texas Trust (Kaufman 2019 - GTUAKAUF2020 8/15/25)	300.00			
Bank of Texas Trust (Krum 2012 - GTUACOKCRB12 8/15/25)	300.00			
Bank of Texas Trust (Krum 2014 - GTUAKRUM17 8/15/25)	300.00			
Bank of Texas Trust (Melissa 2009 - SWR GTUACRBMP09A 6/1/25)	300.00			
Bank of Texas Trust (Melissa 2009 - GTUACRBMP09B 6/1/25)	300.00			
Bank of Texas Trust (Mustang 2018 - GTUAGUNTER18 8/15/25)	300.00			
Bank of Texas Trust (Pottsboro 2006 - POTTSBORO06 6/1/25)	225.00			
Bank of Texas Trust (Pottsboro 2019 - GTUAPOTTS19 6/1/25)	300.00			
Bank of Texas Trust (Pottsboro 2022 - GTUAPOTTS22 6/1/25)	300.00			
Bank of Texas Trust (Pottsboro 2022A - GTUAPOTTS22A 6/1/25)	300.00			
Bank of Texas Trust (Van Alstyne 2014B - GTUAVANAL14B 6/1/25)	300.00			
<b>TOTAL:</b>	<b>\$ 12,455,223.10</b>	<b>\$ 15,134,536.43</b>	<b>\$ 4,129,881.27</b>	

#### **WATER:**

##### Construction Costs

A&V Water (Gainesville 2022 - Foundry Road Water Line Improvements. Pay App #4. Project 83% complete)	84,906.70			83%
Archer Western (Sherman 2021 - Lake Texoma Pump Station Expansion. 24% complete Pay App #7)	150,218.65			24%
City of Sherman (Sherman 2022 - East Sherphard Drive reimbursement 2nd qtr 2025)	1,419.49			
City of Sherman (Sherman 2023A - WTP Rehab reimbursement 2nd qtr 2025)	5,881.69			
Hayes Construction (Bells 2022 - Water Improvements pay app #1)	479,537.20			71%
Cohn & Gregory (Sherman 2023A - WTP Rehab equipment)	390.95			
Cohn & Gregory (Sherman 2023A - WTP Rehab equipment, pvc pipe clear)	579.60			
Cohn & Gregory (Sherman 2023A - WTP Rehab equipment Non-Asb 150# FF Gsk)	107.68			
Cohn & Gregory (Sherman 2023A - WTP Rehab equipment PVC-80 Bushing TxT)	16.08			
Cohn & Gregory (Sherman 2023A - WTP Rehab equipment)	2,420.81			
Elliott Electric (Sherman 2023 - Lake Texoma Pump Station Motor Control Center materials Pay App #4)	4,800.00			92%
Elliott Electric (Sherman 2023 - WTP EDR Rehab equipment & supplies)	2,004.52			
Elliott Electric (Sherman 2023 - WTP EDR Rehab equipment & supplies)	2,465.63			
Ferguson (Sherman 2023 - Sherman LT Valve Pay App #2)	1,121,193.55			
Ferguson (Sherman 2024A - Sherman LT Valve Pay App #2)	153,806.45			
Garney (Sherman 2023 - CMAR 36" NW/SW water main transmission line Pay App #22)	1,800,107.57			80%
Garney (Sherman 2023 - CMAR 36" NW/SW water main transmission line Pay App #23)	612,746.44			85%
Grainger (Sherman 2023A - WTP EDR Rehab Connector, Nylon)	105.00			
Kitching (Sherman 2024 - Miscellaneous water line improvements 2022 Pay App #2)	108,965.21			33%

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Landmark (Van Alstyne 2021 - Elevated Storage Tank 87% complete. Pay App #16)	38,308.75			87%
Maguire Tank (NWG WCID 2022 - Elevated storage tank #2 pay app #2. Project 36% complete)	253,650.00			36%
M&M (Sherman 2023A - EDR WTP 2 & 3 Panel Backpans Delivery & Installation)	41,300.00			
MVA (Sherman 2023A - WTP Equipment)	94,259.00			
MVA (Sherman 2023A - WTP Equipment, Butterfly Valve)	6,565.00			
National Wholesale Supply (Sherman 2023A - WTP EDR Rehab equipment & Supplies)	61.48			
Red River (Sherman 2023A - WTP Las and Rapid Mix improvements Pay App #10. Proj 53% complete)	322,207.32			53%
Red River (Sherman 2023A - WTP - Las and Rapid Mix improvements Pay App #11. Proj 66% complete)	601,891.38			66%
Red River (Sherman 2023A - WTP Sedimentation & Filter Improvements Pay App #5. 51% complete)	175,237.00			51%
Red River (Sherman 2023A - WTP Flocculation & Sedimentation pay app #10 Proj. 83% completed)	119,065.42			83%
Red River (CGMA - Pump Station Rehab Pay App #19. Project 92% complete)	20,615.00			92%
RLC Controls (Sherman 2023A - WTP EDR PLC Replacement provided equipment, Demin Panels)	42,807.93			
THI (Krum 2017 - Masch Branch Water Well 9 Final)	57,308.95			100%
Vector Controls (Sherman 2023A - WTP EDR Rehab equipment and materials)	4,958.15			
Veolia (Sherman 2023A - WTP Rehab Equipment, Assy, Rod, Grounding, Rod, Platinized)	27,000.00			
Viking (Sherman 2024A - Stephens PS & GST Facility Improvements # 4)	248,760.00			26%
Viking (Sherman 2024A - Stephens PS & GST Facility Improvements # 5R)	6,480.00			29%
W Watertech (Sherman 2023A - WTP Equipment 4 - wall brackets)	268.00			
<b>Engineering Fees</b>				
Biggs & Mathews (Dorchester 2022 - Design & Construction Plans for wells, pump stations & distribution lines)	123,000.00			
City of Princeton (Princeton 2022 - Reimbursement for Bldg & Earth Sciences & Kimley Horn for Elevated Storage Tank)	106,756.06			
Freese & Nichols (GTUA - Raw Water Supply Master Plan & Regional Water System Feasibility Study through 4/30/25)	67,991.25			58%
Freese & Nichols (Sherman 2023 - Lake Texoma Pump Station Expansion for the period ending 4/30/25)	12,719.06			69%
Freese & Nichols (Sherman 2022 - Lead & Copper PH III 58% complete services through 3/31/25)	82,636.93			58%
Freese & Nichols (Sherman 2022 - Lead & Copper PH III 73% complete services through 4/30/25)	71,695.41			73%
Freese & Nichols (Sherman 2022 - Shepherd 2.0 MGD elevated Storage Tank for services through 4/30/25 Proj 58% complete)	2,941.23			58%
Freese & Nichols (CGMA - Regional Water System Master Plan. Engineering services through 4/30/25. 18% complete)	18,272.84			18%
Freese & Nichols (CGMA - Regional Water System Master Plan. Engineering services through 5/31/25. 24% complete)	16,108.24			24%
Freese & Nichols (Sherman 2022 - Northwest & Southwest Transmission Pipeline engineering services through 4/30/25. 90% complete)	52,163.69			90%
Freese & Nichols (Sherman 2022 - Northwest & Southwest Transmission Pipeline engineering services through 5/31/25. 91% complete)	73,469.61			91%
Freese & Nichols (Sherman 2022 - Shepherd 2.0 MGD elevated Storage Tank for services through 5/31/25 Proj 59% complete)	7,818.04			59%
Garney (Sherman 2024A - Sherman Stephen Pump Station and Ground Storage Tank Rehab services through 5/30/25)	619.72			
Garver (Sherman 2023 - WTP Expansion project. Professional Engineering Services through 3/28/25. 94% complete)	160,067.51			94%
Garver (Sherman 2023A - WTP Sedimentation Basin Mechanism Replacement services through 10/25/24)	21,964.00			
Garver (Sherman 2023A - WTP Sedimentation Basin Mechanism Replacement services through 3/28/25)	22,090.00			
Garver (Sherman 2023A - WTP Sedimentation Basin Mechanism Replacement services through 5/2/25)	2,294.00			
Garver (Sherman 2023A - WTP Sedimentation Basin Mechanism Replacement services through 5/30/25)	1,756.00			
Garver (Sherman 2024A - Stephens Rd. Ground Storage Tank & Pump Station Rehab as of 4/25/25)	3,860.33			
Geotex (Sherman 2023A - WTP Concentrate Discharge Channel testing as of 4/30/25)	534.88			
Geotex (Sherman 2023A - WTP Concentrate Discharge Channel testing as of 5/31/25)	732.88			
Geotex (Sherman 2019 REF - Sherman 36" water line testing as of 4/30/25)	13,293.80			
Kimley-Horn (Gainesville 2022 - Foundry Water Line Improvements. Engineering testing services through 3/31/25)	5,100.00			

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Kimley-Horn (Gainesville 2022 - Foundry Water Line Improvements. Engineering testing services through 4/30/25)	8,155.00			
Kimley horn - Gainesville 2022 - Foundry Water Line Improvements. Engineering testing services through 5/31/25)	5,265.00			
Pape-Dawson (Sherman 2022 - Sherman Program Management services through 4/30/25. 71% complete)	222,152.92			71%
Pape-Dawson (Sherman 2022 - Sherman Program Management services through 5/23/25. 72% complete)	214,165.04			71%
Pape-Dawson (Sherman 2023 - WTP Concentrate Discharge & Outfall Design services through 3/28/25. 90% complete)	13,093.00			90%
Parkhill (Sherman 2021 - Sherman emergency power generation for April 2025 engineering services)	4,682.30			
<u>Groundwater</u>				
American Express (NTGCD - Laptop for KC, cable, TWA, GoDaddy renewal)	1,329.62			
American Express (RRGCD - Laptop for KC, cable, TWA, SOAH)	1,494.00			
Allen Burks (NTGCD - cell phone reimbursement)	12.50			
Allen Burks (RRGCD - cell phone reimbursement)	12.50			
Bank of Texas Visa (NTGCD - BOD Chick-Fil-A, Monitor)	299.72			
Bank of Texas Visa (RRGCD - Monitor)	113.00			
Elliott Electric Supply (NTGCD - Well monitoring supplies)	43.74			
Elliott Electric Supply (RRGCD - Well monitoring supplies)	43.74			
ESRI (NTGCD - ArcGIS Online Creator User Type Annual Subscription 6/24/25 - 6/24/26)	689.13			
ESRI (RRGCD - ArcGIS Online Creator User Type Annual Subscription 6/24/25 - 6/24/26)	689.13			
Kelley Carr (NTGCD - cell phone reimbursement)	12.50			
Kelly Carr (RRGCD - cell phone reimbursement)	12.50			
Kenneth Elliott (NTGCD - cell phone reimbursement)	12.50			
Kenneth Elliott (RRGCD - cell phone reimbursement)	12.50			
Paul Sigle (NTGCD - cell phone reimbursement)	63.07			
Paul Sigle (RRGCD - cell phone reimbursement)	339.43			
Valero Fleet Plus (NTGCD - Fuel)	182.82			
Velma Starks (NTGCD - mileage reimbursement)	11.13			
Velma Starks (RRGCD - mileage reimbursement)	39.57			
<u>Legal</u>				
Terrill & Waldrop (GTUA - Review Lower Boisd'Arc permit to determine subordination to Red River Compact rights Matter No. 10099)	137.50			
Wynne, Smith & Young (Bear Creek 2024 - Review contracts for Drake General Contractors on 2/24/25 and 4/7/25)	750.00			
Wynne, Smith & Young (CGMA - Review of redline proposed easement and Utility request agreement with CGEC)	561.25			
<u>Miscellaneous</u>				
Awards Unlimited (NTGCD - Name Plate for BOD Les Westbrook)	12.95			
BLX (Bells 2004 - Interim Arbitrage Rebate Report 6/1/25)	500.00			
<u>Paying Agent Fees</u>				
Bank of Texas Trust (Bear Creek 2019 - GTUABEARCR19 8/15/25)	300.00			
Bank of Texas Trust (Dorchester 2002 - GRETEUTIL02 6/1/25)	200.00			
Bank of Texas Trust (Dorchester 2022 - GTUADORCH22 06/1/25)	300.00			
Bank of Texas Trust (Gober 2021 - GTUAGOVER21 6/1/25)	300.00			
Bank of Texas Trust (Gober 2023 - GTUAGOVER23 6/1/25)	300.00			
Bank of Texas Trust (Krum 2017 - GTUAKRUM17 8/15/25)	300.00			
Bank of Texas Trust (Lake Kiowa 2014 - GTUALKIOWA14 8/15/25)	300.00			
Bank of Texas Trust (Lake Kiowa 2017 - GTUALKIOWA17 8/15/25)	300.00			

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Bank of Texas Trust (Lake Kiowa 2021 - GTUAKIOWA21 8/15/25)	300.00			
Bank of Texas Trust (Lake Texoma 2010 - GTUACRBS10LT 8/15/25)	300.00			
Bank of Texas Trust (Mustang 2018 - GTUAGUNT18A 8/15/25)	300.00			
Bank of Texas Trust (NWG WCID 2022 - GTUANWGRAY22 8/15/25)	300.00			

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Bank of Texas Trust (Pottsboro 2007 - GTUACRB07CPP 6/1/25)	325.00			
Bank of Texas Trust (Tom Bean 2015 - GTUATEBEAN15 7/1/25)	300.00			
Bank of Texas Trust (Tom Bean 2017 - GTUATBEAN17 7/1/25)	300.00			
Bank of Texas Trust (Van Alstyne 2015 - GTUAVANAL15 6/1/25)	300.00			
Bank of Texas Trust (Van Alstyne 2021 - GTUAVANAL21 6/1/25)	300.00			
<u>CGMA Repair &amp; Maintenance</u>				
Brenntag Southwest (CGMA - Chemicals to disinfect water lines)				
Electric Actuator Service (CGMA - Installed Electric Actuator, Hardware, Labor)	10,315.00			
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station)	420.00			
Murley Plumbing (CGMA - Dug up around bleed valve to main shut off, checked for leaks, plus parts)	1,995.24			
Texas Excavation Safety System, Inc. (CGMA - Message Fees)	279.45			
Whistle Stop Lube (CGMA - oil change for 2023 F250 and truck wash)	175.20			
<u>Supplies</u>				
Bank of Texas Visa (CGMA - quart of oil)	6.47			
HACH Company (CGMA - Chemkey ammonia free from back order)	171.11			
Lowes (CGMA - Misc. materials and supplies for routine maintenance, April & May)	427.70			
Tractor Supply (CGMA - Miscellaneous maintenance supplies)	180.73			
USA Bluebook (CGMA - Water test kits, gloves)	960.87			
<u>CGMA Utilities</u>				
North Texas Municipal Water District (Water Usage)	540,866.00			
Paul Sigle (CGMA - mileage)	143.50			
Shell Energy (Bloomdale Pump Station)	25,685.26			
Frontier Waste - McKinney (CGMA - Bloomdale Pump Station trash collection)	108.61			
Valero (CGMA - Fuel for 2023 F250)	477.40			
<b>TOTAL:</b>	<b>\$ 8,522,427.68</b>	<b>\$ 7,103,807.94</b>	<b>\$ 4,265,098.23</b>	
<b>GRAND TOTAL:</b>	<b><u>\$ 20,995,504.04</u></b>	<b><u>\$ 22,270,909.28</u></b>	<b><u>\$ 8,431,823.71</u></b>	

CURRENT      PRIOR MONTH      PRIOR YEAR      % COMPLETE

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY  
AUTHORITY THAT the Secretary-Treasurer is hereby authorized to make payments in the  
amounts listed above.

On motion of \_\_\_\_\_ and

seconded by \_\_\_\_\_, the foregoing

Resolution was passed and approved on this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by  
the following vote:

AYE:

NAY:

At a regular meeting of the Board of Directors of the Greater Texoma Utility Authority.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer



## **AGENDA ITEM VIII**

## Change Order

Date of Issuance: 6/20/2025

No. 3

Project: Water Mains Installation Project	Project No.: TWDB 21798
Owner: City of Bells	Date of Contract: 8/27/2024
Contractor: Hayes Construction, LLC.	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: extend 6" waterline an additional 320 Lf and add one fire hydrant

**Justification:** City of Bells requested additional footage and one additional FH to be added to project

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 713,630.00

[Increase] [~~Decrease~~] from previously  
approved Change Orders No. 1 to No. 2

\$ 23,575.00

Contract Price prior to this Change Order:

\$ 737,205.00

[Increase] [~~Decrease~~] of this Change Order:

\$ 36,180.00

Contract Price incorporating this Change

\$ 773,385.00

### CHANGE IN CONTRACT TIMES:

Original Contract

Substantial completion days: 120 days

Substantial completion date: 8/12/2025

[Increase] [~~Decrease~~] from previously Change Orders  
No. 1 to No. 2 :

Substantial completion days: 120 days

Substantial completion date: 8/12/2025

Contract Times prior to this Change Order:

Substantial completion days: 120 days

Substantial completion date: 8/12/2025

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion days: 30 days

Substantial completion date: 9/11/2025

Contract Times with all approved Change Orders:

Substantial completion days: 150 days

Substantial completion date: 9/11/2025

RECOMM  
By: Cric V. Nease  
Engineer (Authorized Signature)

Date: 6/23/2025

ACCEPTED:  
By: [Signature]  
Owner (Authorized Signature)

Date: 6/23/2025

ACCEPTED:  
By: Lara Jackson  
Contractor (Authorized Signature)

Date: 6/20/2025

## Change Order

Date of Issuance: 6/20/2025

No. 3

Project: Water Mains Installation Project	Project No.: TWDB 21798
Owner: City of Bells	Date of Contract: 8/27/2024
Contractor: Hayes Construction, LLC.	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: extend 6" waterline an additional 320 Lf and add one fire hydrant

**Justification:** City of Bells requested additional footage and one additional FH to be added to project

ACCEPTED:

By: 

GTUA (Authorized Signature)

Date: 6/23/2025

## **AGENDA ITEM XI**



# **GREATER TEXOMA UTILITY AUTHORITY**

## **AGENDA COMMUNICATION**

---

**DATE:** June 15, 2025

**SUBJECT:** AGENDA ITEM NO. XI

**PREPARED By:** Stacy Patrick, Project Manager  
**SUBMITTED BY:** Paul M. Sigle, General Manager

### **CONSIDER AND ACT UPON THE AWARD OF CONTRACT FOR THE CITY OF SHERMAN WATER TREATMENT PLANT DOORS REPLACEMENT PROJECT.**

#### **ISSUE**

Consider and act upon the award of contract for the City of Sherman Water Treatment Plant Doors Replacement Project.

#### **BACKGROUND**

This project involves replacing the exterior doors on the buildings associated with the conventional treatment system at the City of Sherman's Water Treatment Plant. The existing doors are original to the facility, over 35 years old, and are now in poor condition due to age, wear and exposure to chemical used for the system.

Initially, the City did not plan to replace the doors, as there were plans to decommission the conventional treatment plant. However, the City has since decided to rehabilitate the facility in order to extend its operational life by an additional 20 years and the extended operational life of the plant would delay to expansion of the Ultrafiltration and Reverse Osmosis Treatment System. As part of this renewed investment, replacement of the exterior doors has been deemed necessary.

#### **CONSIDERATIONS**

City of Sherman received a bid on May 6, 2025, for the Water Treatment Plant Door Project from Tex-Oma Builders Supply Co. in the amount of \$314,373.00.

This procurement was conducted through a BuyBoard and therefore did not require the standard competitive procurement process.

#### **STAFF RECOMMENDATIONS**

The Authority Staff recommend that the General Manager be authorized to award a contract to Tex-Oma Builders Supply Co., in the amount of \$314,393.00. This item is contingent upon the City of Sherman City Council Approval.

#### **ATTACHMENT**

Bid Proposal



## TEX-OMA BUILDERS SUPPLY CO.

2701 COMMERCE ST., Wichita Falls, TX 76301-8052  
Main Phone: 940-766-4269 Fax: 940-766-4030

### Tex-Oma Builders Supply Co. - Denison

Direct Line: 903-462-0208 E-Mail: [Nathan.dorris@tex-oma.com](mailto:Nathan.dorris@tex-oma.com)

## BID PROPOSAL

City Of Sherman  
(903) 892-7215  
(903) 891-0255

May 6, 2025 12:22 PM  
Estimate # 207893  
City of Sherman - La Cima

We are pleased to quote you the following for furnishing the materials listed below per the plans/specifications. We acknowledge No Addendum(s).

<b>Total Contract</b>	Bid Price	<b>\$314,393.00</b> (Excluding Sales Tax)
-----------------------	-----------	---

---

Submitted by: Nathan Dorris

Accepted by:  
Date:

---

All materials FOB point of shipment with full freight allowed to job-site.

This quotation is based upon our company acting as a material supplier, not a subcontractor, and thus is not subject to retainage. This quotation does not include any sales, use or excise tax unless specifically noted. If same is assessed against us, the amount shall be added to the contract agreement. Terms: Net 30 days; No discount allowed. The full amount due hereunder is payable on demand at the offices of Tex-Oma Builders Supply Co., Wichita Falls, TX. This quotation is valid for only 90 days. An escalation charge of (3%) three percent will apply to materials ordered after (1) one year from acceptance of quotation. Your purchase order or signed acceptance of this of this proposal is necessary before any material can be ordered or shipped.

## **AGENDA ITEM XII**



# GREATER TEXOMA UTILITY AUTHORITY

## AGENDA COMMUNICATION

---

DATE: June 15, 2025

SUBJECT: AGENDA ITEM NO. XII

PREPARED BY: Stacy Patrick, Project Manager

SUBMITTED BY: Paul Sigle, General Manager

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE  
GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH TRIAD  
SERVICES GROUP, LLC FOR THE CITY OF SHERMAN, CONCENTRATE DISCHARGE SYSTEM-  
FORCE MAIN PROJECT AS COMPLETE.**

### **ISSUE**

Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the Contract with Triad Services Group, LLC. for the City of Sherman Concentrate Discharge System-Force Main Project as complete.

### **BACKGROUND**

The GTUA Board of Directors approved the Notice of Award for Triad Services Group, LLC in July of 2024.

The City of Sherman is executing a major infrastructure improvements program to meet the fast-growing needs of the city including industrial, commercial, and residential users. The city needs to complete certain key infrastructure projects to meet the planned industrial expansion needs of significant industrial users before 2025. At this time, this includes water treatment plant expansion, pump station, transmission pipeline, elevated storage tank, and wastewater treatment plant expansion.

The City of Sherman construction of the concentrate discharge system to dispose of the concentrate from the water treatment back to Lake Texoma. The concentrate is currently being discharged to Sherman's Post Oak Wastewater Treatment Plant and the project would reduce the load on Post Oak.

As part of the project, Sherman needed to construct a force main and a discharge channel as part of the requirement from the TCEQ discharge permit. Sherman has separated the project into two separate projects.

### **CONSIDERATIONS**

Triad Services Group, LLC has completed the City of Sherman Concentrate Discharge System-Discharge Channel Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Triad Services Group, LLC.

### **STAFF RECOMMENDATIONS**

The Authority Staff recommend approving the project as complete.

### **ATTACHMENTS**

Close out Documents



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH TRIAD SERVICES GROUP, LLC AS COMPLETE FOR THE CITY OF SHERMAN CONCENTRATE DISCHARGE SYSTEM FORCE MAIN PROJECT.

WHEREAS, the Greater Texoma Utility Authority has entered into a Contract for Water Supply and Sewer Service with the City of Sherman and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Triad Services Group, LLC for the City of Sherman Concentrate Discharge System Force Main Project, and

WHEREAS representatives of the City of Sherman and the project engineer have inspected the City of Sherman Concentrate Discharge System Force Main Project and found it to be complete.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the contract with Triad Services Group, LLC as complete.

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed and approved on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by the following vote:

AYE:

NAY:

ABSTAIN:

At a meeting of the Board of Directors of the Greater Texoma Utility Authority.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

June 17, 2025

Triad Service Group, LLC  
ATTN: Derrick Gage  
519 E I-30 Frontage Road  
Rockwall, TX 75087

Re: Final Inspection, and Final Acceptance Letter  
Sherman Water Treatment Plant – Concentrate Discharge System – Force Main, COS #1521-U\_01

Mr. Gage:

The City of Sherman Engineering Department completed the final inspection of the improvements for the above mentioned development on March 4, 2025. This development appears to be in substantial compliance with the issued construction documents and compliance with City of Sherman requirements. The City accepts the infrastructure portion of the project.

This is an acceptance of the physical work and in no event shall this inspection or acceptance be deemed as a waiver by the City of Sherman, in any respect or degree, of any of the terms and provisions of the governing contract or any of the right under the contract in the event that you have failed to comply strictly with the terms and provisions thereof.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,  
**City of Sherman**



Project Manager  
Title

Cc Dwight LaGrone, GIS Manager  
Jerry Pace, GIS Technician II  
Kristi Jenkins, Engineering Coordinator  
File

## **AGENDA ITEM XIII**



# **GREATER TEXOMA UTILITY AUTHORITY**

## **AGENDA COMMUNICATION**

---

**DATE:** July 15, 2025

**SUBJECT:** AGENDA ITEM NO. XIII

**PREPARED AND SUBMITTED BY:** Paul Sigle, General Manager

### **REVIEW AND DISCUSSION ON AN UPDATED GTUA PERSONNEL HANDBOOK.**

#### **ISSUE**

Review and discuss new Personnel Handbook.

#### **BACKGROUND**

The *Greater Texoma Utility Authority Personnel Handbook* serves as a comprehensive compilation of Board-approved policies governing personnel management and administration. It outlines the consistent and systematic application of procedures intended to guide employees and ensure compliance with applicable state laws.

The previous version of the Employee Handbook was last amended in 2017. While the new Handbook builds upon foundational elements of its predecessors, it also incorporates significant updates to reflect changes in legislation and modern workplace practices.

Notable additions and revisions in the new Handbook include a Weapons Policy, a Work-from-Home Policy, and expanded sections addressing the use of Authority vehicles, the Drug-Free Workplace policy, harassment and discrimination, and other personnel-related topics.

A draft of the handbook is attached for discussion with the Board and Authority Staff will review the major changes with the updated Personnel Handbook. Any suggested changes by the Board will be incorporated in the policy and provided to the Board for formal approval at the August Board meeting.

#### **ATTACHMENT**

Draft Personnel Handbook



---

# PERSONNEL HANDBOOK

---

ADOPTED XXXXXX  
GREATER TEXOMA UTILITY AUTHORITY  
5100 Airport Drive  
Denison, TX 75020



# TABLE OF CONTENTS

<b>CHAPTER 1: DEFINITIONS .....</b>	<b>4</b>
<b>CHAPTER 2: INTRODUCTION .....</b>	<b>8</b>
SECTION 1: OBJECTIVES .....	8
SECTION 2: EQUAL EMPLOYMENT OPPORTUNITY .....	9
SECTION 3: APPLICABILITY, DISSEMINATION, AND AMENDMENT .....	9
SECTION 4: RESPONSIBILITY .....	10
SECTION 5: SEVERABILITY .....	10
<b>CHAPTER 3: RECRUITMENT AND EMPLOYMENT PROCESS .....</b>	<b>12</b>
SECTION 1: APPLICATION AND ELIGIBILITY FOR EMPLOYMENT .....	12
SECTION 2: NEPOTISM AND CONFLICT OF INTEREST .....	12
SECTION 3: VERIFICATION OF EMPLOYMENT ELIGIBILITY .....	13
<b>CHAPTER 4: WORKPLACE CONDITIONS .....</b>	<b>14</b>
SECTION 1: HARASSMENT .....	14
SECTION 2: SEXUAL HARASSMENT .....	14
SECTION 3: DRUG-FREE WORKPLACE .....	15
SECTION 4: SMOKE FREE WORK ENVIRONMENT .....	17
SECTION 5: WORKPLACE VIOLENCE .....	17
SECTION 6: WEAPONS .....	18
SECTION 7: SAFETY .....	19
SECTION 8: APPEARANCE .....	19
SECTION 9: INFORMATION, DATA AND COMMUNICATION .....	20
SECTION 10: USE OF AUTHORITY CREDIT CARD .....	22
SECTION 11: AUTHORITY VEHICLES .....	23
SECTION 12: ETHICS, GIFTS, AND OTHER CONFLICTS OF INTEREST .....	26
SECTION 13: AUTHORITY EQUIPMENT AND PROPERTY .....	26
SECTION 14: OUTSIDE EMPLOYMENT .....	27
SECTION 15: POLITICAL ACTIVITIES .....	27
SECTION 16: USE OF AUTHORITY RESOURCES, NAME, OR LETTERHEAD .....	27
SECTION 17: SEARCHES .....	28
SECTION 18: RETALIATION .....	28
SECTION 19: PERSONNEL RECORDS .....	28
SECTION 20: OCCUPATIONAL INJURY .....	29
<b>CHAPTER 5: EMPLOYMENT CLASSIFICATIONS, COMPENSATION, AND WORK STANDARDS .....</b>	<b>32</b>
SECTION 1: JOB CLASSIFICATIONS .....	32
SECTION 2: RATES OF PAY .....	33
SECTION 3: WORK SCHEDULE .....	33
SECTION 4: OVERTIME AND COMPENSATORY TIME .....	35
SECTION 5: EMPLOYEE USE OF AUTHORITY ASSETS AND REIMBURSEMENTS .....	36
SECTION 6: WORK FROM HOME .....	36
<b>CHAPTER 6: EMPLOYEE BENEFITS .....</b>	<b>39</b>



SECTION 1: HOLIDAYS AND LEAVE .....	39
SECTION 2: SICK LEAVE POOL .....	43
SECTION 3: INSURANCE AND RETIREMENT BENEFITS .....	45
SECTION 4: UNIFORMS AND CLOTHING ALLOWANCE.....	46
<b>CHAPTER 7: EMPLOYEE PERFORMANCE .....</b>	<b>49</b>
SECTION 1: ATTENDANCE .....	49
SECTION 2: WORK STANDARDS .....	49
SECTION 3: PHYSICAL FITNESS.....	49
SECTION 4: RECORDS RETENTION AND PUBLIC INFORMATION .....	50
SECTION 5: PERFORMANCE EVALUATION REPORT .....	50
SECTION 6: DISCIPLINARY MEASURES .....	50
<b>CHAPTER 8: NON-DISCIPLINARY SEPARATION.....</b>	<b>53</b>
SECTION 1: RESIGNATION .....	53
SECTION 2: LAYOFF .....	53
SECTION 3: UNABLE TO PERFORM ESSENTIAL JOB FUNCTIONS.....	53
SECTION 4: RETIREMENT.....	53
SECTION 5: POLITICAL OFFICE .....	54
SECTION 6: REINSTATEMENT AFTER NON-DISCIPLINARY SEPARATION.....	54
<b>CHAPTER 9: GRIEVANCES .....</b>	<b>55</b>
<b>APPENDIX A: RECORDS MANAGEMENT POLICY .....</b>	<b>57</b>
<b>APPENDIX B: FORMS .....</b>	<b>61</b>



# CHAPTER 1: DEFINITIONS

**Authority or GTUA** is an abbreviation for Greater Texoma Utility Authority.

**Calendar Year** is defined as a period beginning January 1 and ending December 31.

**Catastrophic Illness or Injury** is defined as a severe illness or injury requiring prolonged hospitalization or recovery, as certified by a licensed physician. The catastrophic illness or injury of a spouse, domestic partner, or child under the age of 18 years will be considered if the employee is needed to provide care. Normal pregnancy is excluded. In the event of a question concerning what is classified as an injury or illness that is catastrophic, the General Manager shall make the final decision.

**Commuting** refers to travel between an employee's personal residence and main or regular place of work or workstation.

**Day** is defined as an 8-hour period.

**Demotion** is the assignment of an employee from a position/classification of higher Authority/classification to a position of lower Authority/classification. An employee may be administratively demoted at his or her own request, or at the request of the position's supervisor or the General Manager if at any time an employee fails to satisfactorily meet performance standards established for that position. Demotion may also be used at any time as an alternative to a layoff or disciplinary dismissal. The demotion of an employee may be accomplished at any time. Any demotion shall not necessarily be considered a disciplinary action or disqualify the employee involved from consideration for later promotion.

**Driver** is any person operating a personal or Authority vehicle for a legitimate business purpose.

**Eligible Employee** is defined as a full-time employee with the Greater Texoma Utility Authority.

**Exempt Employee** means any individual who is salaried and not eligible for overtime compensation, working in the service of the Authority in an official, paid capacity, or who is on unpaid leave of absence, including but not limited to, an employee who occupies an executive, administrative or professional position as defined by the Fair Labor Standards Act.

**Harassment** is unwelcome verbal, nonverbal, and/or physical conduct toward an individual or group because of race, color, religion, sex (including sexual orientation, gender identity, or pregnancy), national origin, older age (beginning at age 40), disability, physical appearance or genetic information (including family medical history).

**Immediate Family, Family Member or Related Person** is defined as spouse, parent, stepparent, parent-in-law, child, stepchild, brother, sister, stepbrother/sister, step brother-in-law/sister-in-law, stepparent-in-law, grandparent or grandchild.



**Licensed Practitioner** is Defined as an individual who is practicing within the scope of his or her healthcare license as defined by the Texas Insurance Code.

**Non-Exempt Employee** means any employee who is paid on an hourly basis, is eligible for overtime compensation, and who does not occupy an executive, administrative or professional position as defined by the Fair Labor Standards Act.

**Pool Administrator** is defined as the General Manager, or any other person designated by the Board of Directors to administer the sick leave pool program using the criteria established in this policy.

**Premises** are any location, public or private, that requires the presence of an Authority employee to perform any job duty related to Authority business.

**Prohibited Substances** includes illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

**Prolonged Period** is defined as a period of thirty (30) or more calendar days.

**Promotion** is the assignment of an employee from a lower Authority/classification to a position of higher Authority/classification having a higher salary. All Authority employees may apply for a promotion to a vacant position. To be eligible for a promotion, an employee must meet the current minimum requirements for the vacant position and have completed at least six (6) months of employment in their current position prior to consideration for the promotion.

**Sexual Harassment** is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.

**Transfer** is the assignment of an employee from one position/classification to another position with similar qualifications, duties, or reporting Authority. The new position is within the same salary range as the original position. A transfer not involving promotion or demotion may be affected at any time with the approval of the General Manager. To be eligible for transfer, an employee must meet the current minimum requirements for the vacant position and the employee must not have received corrective action in their current position within the past twelve (12) months.

**Vehicle** is a motor vehicle, truck, or any other type of motorized equipment that may operate on roadways, streets, highways and/or public or privately owned property. Vehicle may refer to either an Authority owned vehicle or a personally owned vehicle used to conduct authorized Authority business.

**Weapon** is any instrument that is made or adapted for the purpose of inflicting or capable of serious bodily injury or death, including but not limited to clubs, firearms, handguns, knives (with blades longer than 3 inches), explosives, crossbows, bows and arrows, throwing stars and knuckles.

**Workplace** is any premise, public or private, that requires the presence of an Authority employee to perform any job duty related to Authority business.





# CHAPTER 2: INTRODUCTION

## SECTION 1: Objectives

The purpose of the Greater Texoma Utility Authority's (Authority) Personnel Policies (Policies) outlined in this Personnel Handbook (Handbook) is to create a high degree of understanding, cooperation, efficiency, and unity through the systematic application of established procedures in personnel management and administration and to provide a resource for all employees of the Authority. Objectives of the Authority personnel management effort, which includes these rules, are:

- A. To promote and increase efficiency and responsiveness to the public and economy in the Authority.
- B. To provide fair and equal opportunity for qualified people to enter and progress in Authority employment in a manner based on merit and fitness as ascertained through fair and practical personnel management methods.
- C. To maintain employment practices, enhance the attractiveness of a public service career, and encourage each employee to give his or her best effort to the Authority and the public.
- D. To maintain consistent, up-to-date position classification and compensation plans based on the relative duties and responsibilities of jobs in the Authority.
- E. To promote high morale among Authority employees by fostering good working relationships and by providing consistent personnel policies, opportunities for advancement, and consideration of employee needs and desires.

The Handbook is designed to provide information regarding working conditions, employee benefits, and policies affecting employment. Employees should read, understand, and comply with all provisions of the Handbook and employment policies. The Handbook summarizes many employee responsibilities and outlines the employee benefit programs developed by the Authority.

Employment with the Authority is “**AT-WILL**” permitting the employee at will or the Authority to end the employment relationship with or without cause at any time. This Handbook and the policies contained in it do not alter the at-will employment relationship between the Authority and its at will employees in any manner. It shall not be construed as a contract of employment, does not guarantee employment for any specific duration, and is not all-inclusive of every situation that may be encountered. No contrary verbal representation or statement of an employee's terms and conditions of employment is binding upon the Authority. In the event of any conflict between the Handbook and current federal, state or local law, ordinance, or regulations, the law, ordinance, or regulation shall apply.



## SECTION 2: Equal Employment Opportunity

The Authority is an Equal Employment Opportunity Employer. Discrimination, harassment, and retaliation based upon a protected class, in any form, as defined in federal, state or local law/ordinance, will not be tolerated. Protected classes include race, color, religion, creed, sex, gender, pregnancy status, genetic information, sexual orientation, gender identity, national origin, ethnicity, age, disability, and veteran status or other legally protected class.

To the extent reasonably possible, the Authority will accommodate individuals with disabilities in the application, hiring, promotion, and employment process. Reasonable accommodation is available to all disabled employees and applicants, so long as the accommodation does not create an undue hardship for the Authority and can be provided without posing a substantial or imminent safety risk. Any disabled individual requiring accommodations should notify their immediate supervisor. The Authority should have sufficient notice and be given a reasonable amount of time to arrange any requested accommodation.

It is the responsibility of all Authority employees to ensure compliance with the Authority's policies on equal employment and disability and to provide a work environment free of discrimination, harassment, and retaliation against any protected class. Any employee who feels these policies have been violated should address the complaint with their supervisor. If the complaint is about the employee's immediate supervisor, or if the employee is otherwise uncomfortable filing the complaint with the employee's immediate supervisor, the complaint may be filed with the General Manager or another person with similar authority (i.e. a human resource representative, or another department supervisor).

## SECTION 3: Applicability, Dissemination, and Amendment

This Handbook, and the accompanying Policies shall apply to all employees unless superseded by federal, state, or local law, ordinance, or regulations. All Authority employees are responsible for knowing and following all Authority policies, procedures, and other provisions as outlined in this Handbook.

The provisions of this Handbook and the policies are effective immediately on the date of approval by the Board of Directors (Board). All Authority employees will be provided with a copy of the Handbook for reference. Replacement copies of the Handbook may be requested from the Finance Office.

The rules, policies, and procedures provided in the Handbook may be changed, supplemented, superseded, or amended at any time as provided by the Board. Due to the variety of services provided by the Authority, it may be necessary for the departments of the Authority to develop additional rules, procedures, or operational policies to accomplish departmental responsibilities. All specific departmental policies may be more restrictive, but not less restrictive than the Handbook and its accompanying policies.

## SECTION 4: Responsibility

Except for matters reserved to the Board, the general and final authority for personnel administration rests with the General Manager, or his designee (when the authority is not limited to the General Manager). Each supervisor is responsible for enforcing and communicating the provisions of the Handbook and accompanying policies as well as department policy or directives related to the employees' work assignments. Employees are responsible for adhering to all policies and procedures provided for in the Handbook and by department operational directives. Any employee who violates Authority policies and procedures provided for in the Handbook or departmental directives may be subject to disciplinary action up to and including, dismissal from employment.

## SECTION 5: Severability

The provisions of this Handbook and the Policies are severable, and if any provision or part of a provision is held invalid, illegal, or unenforceable, this shall not affect the validity of the remaining provisions or parts of provisions, which shall remain in force and effect. Changes in state and/or federal laws and/or regulations will supersede the Policies and/or departmental policies from the effective date of the laws and/or regulations forward.







# CHAPTER 3: RECRUITMENT AND EMPLOYMENT PROCESS

## SECTION 1: Application and Eligibility for Employment

The General Manager and/or hiring supervisor will determine a job vacancy. Any job vacancy announcements may be communicated or advertised in any manner deemed appropriate by the hiring supervisor and/or the General Manager. Any job announcement, insofar as practicable, shall specify the title and description of the job, the qualifications for employment, and the method of application for the job vacancy. Each announcement in writing shall contain a statement that the Authority is an equal opportunity employer.

Applications for initial employment or promotion shall be submitted to the General Manager in the manner prescribed in the applicable vacancy announcements. Only applications officially received in the prescribed manner shall be considered. All applications submitted during the prescribed filing period shall be entitled to equal consideration.

The General Manager and/or hiring supervisor shall determine the most appropriate means of evaluating applicants against job requirements as stated in the job description/classification in order to identify the most qualified persons.

If deemed appropriate, the General Manager and hiring supervisor may request an applicant complete a performance test(s), written test(s), and/or other screening device(s) to determine an applicant's suitability for a particular job. Any such screening device must be relevant to the position applied for, required of all applicants applying for the position, and all applicants for the position must be evaluated by the same process.

## SECTION 2: Nepotism and Conflict of Interest

No person related to any member of the Board of Directors or to the General Manager shall be appointed to any paid office, position, clerkship, or other position of service to the Authority. This prohibition shall not apply to individuals who shall have been employed by the Authority prior to and at the time of the appointment of members of the Board of Director or the appointment of the General Manager.

Employment of relatives is permitted; however, employees may not appoint or employ immediate family members, nor use their position to influence their appointment or employment. Employees shall not be placed in positions in which they would supervise or be supervised by an immediate family member; or be in a position where immediate family members could affect each other's employment, promotion, salary administration, or other related management or personnel transactions.



Failure by a supervisor or an employee to disclose their knowledge of a familial relationship between employees that is prohibited by this section (including relationships involving the supervisor) to the General Manager may result in disciplinary action, up to and including dismissal.

### SECTION 3: Verification of Employment Eligibility

As part of a pre-employment review prior to making a job offer, all information submitted in connection with applying for employment with the Authority shall be subject to verification. Verification of employment information, employment references, and credentials may be completed in accordance with procedures as outlined by the General Manager. Credential verification may include confirmation that the candidate has required college hours or degrees, professional licenses, certificates, and/or acceptable driving records.

After a conditional offer of employment has been made, a prospective or transferring employee will be required to take a pre-employment drug test and complete a pre-employment physical to determine the candidates' suitability for the job requirements. Physical exams may not be required of an employee or applicant unless all employees in that job category are required to take one and the exam is job specific and required by business necessity. The physical examination may be performed by a physician designated by the General Manager or by a qualified medical professional of the employee or applicant's choice. Reasonable out-of-pocket expenses related to drug testing or pre-employment physical examination will be reimbursed by the Authority.

The General Manager can require any applicant for an open position to have a criminal background check.

An applicant shall be disqualified from consideration if the applicant:

- A. Is determined to not be physically able to perform required job duties.
- B. Is in an organizational or personal relationship considered to be a conflict of interest to the Authority (nepotism).
- C. Does not meet the qualifications necessary for performance of the job duties.
- D. Does not pass the required pre-employment drug-test.
- E. Does not pass a criminal background check.
- F. Has made a false statement of material facts in applying for Authority employment.
- G. Has committed or attempted to commit a fraudulent act at any stage of the selection process.
- H. Is determined to not be legally permitted to work in the US.

The applicant may be disqualified from consideration upon other reasonable grounds relating to job requirements.

## CHAPTER 4: WORKPLACE CONDITIONS

The following concerns workplace conditions for all employees, either full-time, part-time, or considered temporary.

### SECTION 1: Harassment

It is the policy of the Authority that all employees have the right to work in an environment free of harassment. Harassment is strictly prohibited and is generally defined as unwelcome verbal, nonverbal, and/or physical conduct toward an individual or group because of race, color, religion, sex (including sexual orientation, gender identity, or pregnancy), national origin, older age (beginning at age 40), disability, or physical appearance, or genetic information (including family medical history).

Harassment can create a hostile work environment when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or otherwise adversely affects an individual's employment opportunities.

Employees shall not engage in prohibitive conduct whether on-duty or off-duty, on job premises or not, which could reasonably be considered to be harassment or that creates a hostile work environment. Prohibited conduct is not allowed at any public or private premises outside the workplace including but not limited to business trips, professional conferences, and attendance at any public or private event, etc.

**Prohibited Conduct:** This following list of prohibited conduct includes examples of behavior that constitutes harassment and is not an exhaustive list of conduct prohibited under this policy:

- A. Use of epithets, innuendos, names, comments, foul language or slurs because of an individual's protected class.
- B. Jokes, pranks or other banter, including stereotyping based on a protected class; or,
- C. Distribution, display, viewing, downloading or discussion of any written or graphic material, including cartoons, that are sexually suggestive or show hostility toward an individual or group based on a protected class is strictly prohibited in written or verbal communication through voicemail, e-mail, text-messages, calendars, posters, or any form of social media. Such conduct will not be tolerated and may result in disciplinary action up to, and including, discharge.
- D. Use of derogatory or disrespectful language or behavior related to a person's appearance, economic standing, or other personal characteristics.

### SECTION 2: Sexual Harassment

The Authority is committed to providing a work environment that is free of sexual harassment. Sexual Harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:



- A. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; or
- B. Submission to, or rejection of, such conduct by an individual is used as a basis for an employment decision affecting that individual; or
- C. Such conduct has a purpose or effect of substantially interfering with an individual's professional performance or creating an intimidating, hostile, or offensive employment environment.

Sexual Harassment of any type, including jokes, the exhibition of pictures, diagrams, and cartoons, is strictly prohibited and shall not be tolerated. Any employee who engages in such objectionable conduct is subject to discipline up to, and including, discharge.

An employee may make any complaint of sexual or other prohibited harassment to a supervisor or a representative of management other than the employee's immediate supervisor. Supervisory personnel are required to take immediate and positive steps to eliminate any form of sexual harassment when it comes to their attention.

### SECTION 3: Drug-Free Workplace

The Authority intends to provide a safe and drug-free work environment for our employees. Employees under the influence of drugs or alcohol while on the job may pose serious safety, health, and security risks to the public and to other employees.

The Authority explicitly prohibits:

- A. The use, possession, solicitation for, or sale of narcotics or other prohibited substances on Authority premises or while conducting Authority business.
- B. Working or reporting for work while impaired or under the influence of prohibited substances.
- C. The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Authority, or while conducting Authority business.
- D. Refusal or failure to submit to a required or requested drug and/or alcohol test within the prescribed time frame.
- E. Falsifying a drug and/or alcohol test.

The Authority will conduct drug and/or alcohol testing under any of the following circumstances:

#### FOR-CAUSE TESTING

The Authority may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual, or criminal conduct on the employee's part that suggests impairment

or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

## POST-ACCIDENT TESTING

Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

## MANDATORY DRUG TESTING:

Mandatory Drug Testing will be conducted in the following circumstances:

- A. New Hire Candidates
- B. Motor vehicle accident that results in
  - a. A fatality
  - b. Bodily injury to a person who, because of the injury, requires immediate medical treatment away from the scene of the accident.
  - c. One or more motor vehicles involved in the accident incurs disabling damage that requires the vehicle to be towed away from the scene.

All accidents (including vehicle accidents) that occur on work premises, or in the performance of job duties, should be reported immediately to the employee's supervisor, or the General Manager if the supervisor cannot be reached. The supervisor (or General Manager) will inform the employee if drug/alcohol testing is mandatory.

If medically approved and the appropriate use of prescription or over-the-counter drugs adversely affects the employee's work performance or the safety of the employee or others, the Authority reserves the right to limit, suspend, or modify the employee's work activity, or otherwise reasonably minimize potential adverse effects and/or risks associated with the use of medically approved medication.

If an employee is tested for drugs or alcohol, including outside of the employment context, and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

## CONFIDENTIALITY OF DRUG AND ALCOHOL TESTING

All drug and alcohol test results are considered confidential medical records and will be handled accordingly. Access to such records shall be strictly limited to individuals with a legitimate need to know in accordance with applicable federal and state privacy laws, including but not limited to



the Americans with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act (HIPAA), where applicable.

The test results will be:

1. Maintained in a separate, secure file from general personnel records.
2. Shared only with authorized personnel on a need-to-know basis.
3. Released to third parties only with the written consent of the employee, unless required by law or regulation.

## EMPLOYEE RIGHTS REGARDING DRUG AND ALCOHOL TESTING

Employees have the right to challenge or explain the results of any drug or alcohol test. If an employee believes a positive result is inaccurate or caused by lawful or legitimate use of a substance, the employee may:

1. Request a retest of the original sample at a certified laboratory of the Authority's choosing (or as allowed by state law).
2. Submit documentation from a licensed medical provider regarding prescription or over-the-counter medications taken.
3. File a written explanation or rebuttal to be placed in their personnel file.

The employee's request for a retest must be submitted in writing within five (5) business days of notification of a positive test result.

The Authority will consider the employee's explanation and any supporting documentation prior to taking disciplinary action.

## **SECTION 4: Smoke Free Work Environment**

E-Cigarettes, vaping, and other forms of smoking pose a significant health risk, and it is the policy of the Authority to comply with all applicable state and/or federal laws and/or regulations regarding a smoke free work environment that promotes productivity for the well-being of the Authority employees. Accordingly, the smoking of tobacco products, as well as the use of electronic cigarettes and/or "vaping" is prohibited in all interior space owned, rented or leased by the Authority, including vehicles. Employees are prohibited from smoking or allowing others to smoke except in designated smoking areas. A designated smoking area generally should not be near outdoor air intakes or vents that could allow smoke to enter the workplace or areas in which the general public routinely has access or in which non-smoking employees work.

## **SECTION 5: Workplace Violence**

The Authority expressly prohibits any acts or threats of violence by any Authority employee toward Authority employees, associates, visitors, or any other person(s), including one's own self. All such threats of harm will be taken seriously and even jokes about committing acts of violence

are strictly prohibited. No employee shall brandish a weapon in a manner that can be considered a threat of bodily harm to another person.

All employees of the Authority have an obligation to report any suspicious workplace activity, situation, or incident that they may be aware of is in violation of this policy. Employee reports of such activity will be held in the strictest confidence and the Authority will not condone any form of retaliation against any employee making such a report. Authority employees who violate the workplace violence policy may be disciplined up to and including immediate dismissal of employment.

## SECTION 6: Weapons

### PURPOSE

To ensure a safe and secure workplace environment for all employees, clients, and visitors, this policy outlines the regulations regarding the possession of weapons on Authority property.

### POLICY STATEMENT

The company prohibits the possession, use, or transport of weapons on company premises by an employee, with the following limited exception.

### PERMITTED EXCEPTION

Employees who are legally authorized to possess a weapon may keep it in their personal vehicle located at Authority premises under the following strict conditions:

1. Locked Container: The weapon must be stored in a locked container or secured compartment within the employee's vehicle at all times.
2. Responsibility and Liability: The employee assumes full personal responsibility and liability for the possession and any use of the weapon. The Authority disclaims all liability for any incidents or consequences arising from the employee's possession of a weapon on company Authority premises, even if stored in accordance with this policy, including weapons lost or stolen.

Employees who are legally authorized to possess a weapon may keep it in their designated Authority owned vehicle under the following strict conditions:

1. Locked Container: The weapon must be stored in a locked container or secured compartment within the employee's designated vehicle at all times.
2. Notification Requirement: The employee must notify their direct supervisor, in writing, of the presence of the weapon in their designated Authority owned vehicle. This notice requirement does not apply to weapons stored in personal vehicles. This notice must include:
  - a. Confirmation of legal ownership and authorization
  - b. Acknowledgment of compliance with this policy





- c. Description of the storage method
3. Responsibility and Liability: The employee assumes full personal responsibility and liability for the possession and any use of the weapon. The Authority disclaims all liability for any incidents or consequences arising from the employee's possession of a weapon on Authority premises, even if stored in accordance with this policy, including weapons lost or stolen.
4. The right to store a weapon in an Authority owned vehicle can be revoked at any time by the General Manager for any reason.

## PROHIBITED CONDUCT

At no time may an employee:

1. Carry a weapon on their person while on Authority premises.
2. Display or use a weapon while on Authority premises.
3. Store a weapon in any location other than a locked container in a personal vehicle or their designated Authority owned vehicle.

## VIOLATIONS

Any violation of this policy may result in disciplinary action, up to and including termination of employment, and may involve legal action where appropriate.

## ACKNOWLEDGMENT

Employees permitted to store a weapon in their designated Authority owned vehicle under this policy must sign a written acknowledgment of their understanding and acceptance of the terms.

## **SECTION 7: Safety**

The Authority recognizes the importance of the health and safety of its employees and strives to provide a safe and healthy environment in which to work. Management will provide health and safety programs for the Authority to be in compliance with current OSHA and other applicable federal, state and local laws and regulations.

## **SECTION 8: Appearance**

Employees are expected to present a favorable personal appearance, including but not limited to grooming and hygiene standards during the performance of their responsibilities. The standards shall be in a manner that is normally accepted in similar public and private work environments.

All employees are expected to maintain a professional appearance appropriate to their roles and responsibilities. For office staff, the standard dress code is business casual. Jeans are acceptable, provided they are clean, in good condition, and free of holes, rips, or excessive wear.

On Board meeting days, employees must wear business casual attire, and jeans are not permitted.



The following clothing items are not permitted in the workplace unless specifically authorized by the General Manager:

- Shorts
- Graphic t-shirts (including those displaying logos, slogans, or images)
- Sweatpants
- Athletic wear
- Pajama pants

Employees are expected to use good judgment and maintain a neat, clean, and professional appearance appropriate to their job duties and work environment.

Supervisors may set additional dress code requirements specific to their department's operational needs, but these must be approved in advance by the General Manager. Reasonable accommodation for religious, cultural, or medical needs, as well as special events or designated casual days, will be considered upon request to the General Manager or the employee's supervisor.

Uniforms may be required for operations and field positions that require interaction with the public and eligible employees will have a clothing allowance for approved purchases.

## SECTION 9: Information, Data and Communication

The Public Information Act (the Act) applies to all recorded information (data) related to Authority business and is the property of the Authority. All recorded information is governed under the Act and applies whether the information is created or stored on Authority or personal equipment or devices. Recorded information is subject to open records requests under the Act, and applies to recorded information in practically any form including: paper, document, letter, film, tape, mylar, linen, silk, vellum, computer printout, photograph, microfiche, microfilm, photostat, sound recording, map, drawing, voice recording, data/video presentation, email, text message, internet positing, and other forms of electronic communication.

Information security is the responsibility of every Authority employee, and every effort should be maintained to limit the access and use of any Authority information to authorized personnel only, whether the information exists in a physical form such as document, or in a digital form such as an electronic file.

To facilitate business communications and work-related research, the Authority provides employees access to various types of telecommunications equipment, including but not limited to the following: internet, phones, voicemail, wireless devices, computers and related equipment, and e-mail. All materials, information and software created, transmitted, downloaded or stored on the Authority's computer system are the property of the Authority, and employees have no reasonable expectation of privacy in such information.



In accordance with the Texas Government Code, employees will be required to complete cybersecurity or other such training to safeguard the information and information systems of the Authority from unauthorized access, use, disclosure, disruption, modification, or destruction.

All programs installed on computers must be fully licensed for that computer. No personal or downloaded programs are to be installed unless granted an exception by the General Manager.

Employees may access the internet and use equipment for appropriate non-business purposes during breaks in accordance with the provisions of this policy.

Inappropriate use includes but is not limited to the following:

- A. transmitting, accessing, displaying, posting, recording, downloading or distributing obscene, harassing, sexually explicit, racially offensive, or any other material that would violate the Authority's discrimination and harassment policies.
- B. Using the equipment and/or systems for personal financial gain, political, religious or charitable campaigning, or soliciting for outside, non-Authority-related organizations or commercial ventures.
- C. Transmitting any confidential or proprietary information.
- D. Transmissions covered by this policy include email, text messages, instant messages, and on-line applications and postings.

Employees who post material on social networking and other internet sites, blogs, or other public forums must take extreme caution not to appear to be representing the Authority in any manner, whether during or after their working hours.

This policy does not, however, prohibit employees from exercising their First Amendment rights. Employees have the right to speak out as private citizens on matters of public concern, so long as the speech does not unduly disrupt the operations or mission of the Authority. Harassing, bullying or demeaning coworkers or customers, or creating a hostile, discriminatory or retaliatory workplace through on-line posting violates this policy.

Employees are reminded that other Authority policies and directives concerning communications, ethics, harassment, and other topics are to be followed when using social media including but not limited to:

- A. Employees are prohibited from disclosing, posting, or discussing any information that is confidential, including pending litigation.
- B. Employees may not communicate on behalf of the Authority or give the impression of speaking on behalf of Authority, without prior authorization and as otherwise required by their job duties.
- C. Employees are prohibited from making any statements and/or comments that disparage any race, color, religion, gender, age, sexual orientation, gender identity, genetic information, veteran status, disability, pregnancy, national origin or any other protected

classification of anyone who works at the Authority or who does business with the Authority.

Copies of e-mail messages should be sent only for valid business reasons. No employee shall send e-mail under another employee's name without authorization. The Authority's confidential information must be protected from improper dissemination to unauthorized employees or to third parties.

Employees shall not access, copy, alter, or destroy anyone else's computer files, or portions thereof, without explicit permission (unless authorized or required to do so by law or regulation). Electronic access to a file does not imply permission to access.

Employees determined to be in non-compliance with the Authority's policies regarding safety, security, and authorized access to Authority confidential information will be subject to disciplinary action. The employee may also be subject to criminal prosecution if the non-compliance also violates federal, state, or local law.

## SECTION 10: Use of Authority Credit Card

Greater Texoma Utility Authority (Authority) may provide employees with credit cards that can be used for business-related expenses. This policy outlines the responsibilities for employees who are issued credit cards.

Regular, full-time employees may be issued a credit card by filling out the information below. The request must be approved by your immediate supervisor. To be eligible for a credit card, an employee must meet one of the following criteria:

1. hold a position that requires frequent travel.
2. purchase significant volumes of goods and services for use by the employer.
3. incur other regular frequent business expenses of a kind appropriately paid by credit card.

The credit card cannot be used to obtain cash advances, bank checks, traveler's checks, electronic cash transfers or for personal expenses. Misuse of the card will result in cancellation of the card and withdrawal of the employee's credit card privileges. If the card is used for an employee's personal expenses, the employer reserves the right to recover these monies from the employee cardholder.

Each credit card will be limited to a maximum of \$1,000. Increases to the established maximum may be made on a case-by-case basis by the general manager of the Authority.

Original receipts and/or documentation of credit card purchases must be submitted to the accounting department by the 1st of each month. Cardholders who have not submitted receipts or written explanation for missing receipts by the 1st of the month deadline, will be considered in non-compliance of Authority policy and asked to rectify immediately. Continued or repeated non-



conformance of Authority policy will result in cancellation of the card and such other actions as appropriate, including revocation of the employee's credit card privileges.

Lost or stolen cards must be reported immediately to the accounting department.

## **SECTION 11: Authority Vehicles**

It is the policy of the Authority that drivers operating vehicles while on Authority business obey all applicable laws and regulations pertaining to operation of motor vehicles, trucks, and any other type of motorized equipment that may operate on roadways, streets, highways, and/or public or privately owned property. Authority employees are required to always observe safe and courteous driving habits to prevent accidents and maintain compliance with all safety, traffic, and criminal laws of this state.

### **LICENSE AND INSURANCE REQUIREMENTS**

Employees required to drive as part of their job duties are responsible for maintaining a current, valid, and vehicle-appropriate driver's license of their resident state. Such employees must also maintain a safe driving record so that the individual is compliant with the applicable Authority job description and continue to be insured by the Authority insurance carrier. Employees with poor driving records may still be insurable but cause the Authority to incur extra costs due to assignment to a higher driver-risk category. In such instances, the Authority may revoke driving privileges, which may result in termination, or require the employee to be responsible for the added insurance expense. Employees with driving responsibilities must report immediately to the Authority any changes to their driver's license status, including license restrictions, suspension, revocation, or expiration.

### **SEAT BELTS**

All employees and vehicle occupants must always wear seat belts when operating or riding in a vehicle.

### **DOCUMENTS KEPT IN VEHICLE**

It is the responsibility of the driver to make sure that all Authority required documents are present in a vehicle used for Authority business, including 1) Authority Accident Report Form 2) TWA Accident Form and 3) Texas Automobile Insurance Identification Card.

### **DRIVER IMPAIRMENT**

It is strictly prohibited to operate any vehicle on Authority business while under the influence of alcohol and/or drugs, including prescription medication that impede the safe operation of a vehicle. If the approved and appropriate use of prescription or over-the-counter medication adversely affects your ability to safely operate a vehicle, please contact your supervisor to request a work activity modification to accommodate the adverse effect or risk. All medical information will be kept confidential.

## VEHICLE ACCIDENT

In the event of a vehicle accident, the following steps will be taken by the employee:

1. Report the accident to the appropriate law enforcement agency.
2. If any other vehicles or persons are involved, obtain the driver/person's name, address, license number, and insurance provider.
3. Report your accident to your supervisor or General Manager.
4. Report for after-accident drug testing if required/requested.
  - a. After-Accident drug testing will be required in the following instances:
    - i. The accident results in human fatality.
    - ii. The accident resulted in a bodily injury requiring treatment away from the scene AND a citation was issued to the driver.
    - iii. The accident resulted in disabling damage to any motor vehicle requiring tow away AND a citation was issued to the driver.
  - b. After-Accident drug testing may be requested by your supervisor at their discretion regardless of the presence of mandatory conditions.
5. Fill out the TWA Accident Report Form
6. Fill out the Authority Accident Report Form

All documents for a vehicle accident (including accidents in personal vehicles while conducting Authority business) are to be given to your supervisor or department manager as soon as practicable.

## FOR PERSONAL USE VEHICLES

A driver will submit an expense report form for reimbursement at the federal standard mileage rate for any business mileage incurred for authorized Authority business.

## FOR AUTHORITY OWNED VEHICLES

Authority vehicles are operated and maintained for official work purposes only. The privilege of assignment of an Authority owned vehicle may be revoked at any time without notice. Authority vehicles shall be used for official purposes only. Personal and social uses of any nature, including transporting passengers who are not directly involved in official Authority business, are prohibited. Improper use of an Authority vehicle by an employee would be subject to disciplinary action, including dismissal.

## GPS TRACKING AND PERSONAL USE

All Authority-owned vehicles are equipped with GPS tracking to monitor location, usage, and speed, promote safety and efficiency, support maintenance, aid in theft recovery, and ensure policy compliance. Employees should not expect privacy when operating these vehicles. Company vehicles are strictly for business purposes; any personal use requires prior approval and must not interfere with operations. Unauthorized use may lead to disciplinary action, including termination.



Employees must drive safely, comply with all laws, avoid tampering with GPS devices, and report any vehicle or tracking issues promptly. Violations of this policy may result in loss of vehicle privileges or further disciplinary measures.

### SERVICE, MAINTENANCE, AND VEHICLE CARE

Drivers assigned an Authority Vehicle are responsible for ensuring it is properly maintained, including fuel, oil, necessary repairs, inspections, and the periodic cleaning of the interior of the vehicle. Drivers must immediately report any malfunctions or services needed. Drivers must turn in gas receipts within 7 business days and complete periodic mileage logs which are due on the last pay period of the month. When out of service, drivers must properly park and secure vehicles and never leave keys in the vehicle.

### VEHICLE PASSENGERS

Authority vehicles are operated and maintained for official work purposes. Only designated drivers may drive an Authority vehicle. Vehicle passengers, who are not also Authority employees, should only be present in the course of conducting legitimate work duties. Such passengers may include contractors, consultants, service providers, vendors, or other public agency employees, etc. Family members or any other person not connected to Authority business will not be allowed to ride as passengers, except in emergency situations.

### TRAFFIC CITATIONS AND PENALTIES

Traffic citations for violations of the law while operating an Authority vehicle, and any resulting monetary penalties, are the responsibility of the driver. Unless the mechanical condition of a vehicle is at fault, or other contributing conditions are present that are determined by the Authority to be beyond the control of the driver.

### TAKE HOME OR OVERNIGHT USE OF AUTHORITY VEHICLES

Generally, Authority vehicles will be left at the Authority premises overnight. In certain circumstances, a driver may be assigned an Authority vehicle as a take-home vehicle to always be available to the driver for Authority business. Circumstance may include, but are not limited to, the driver's residence is geographically closer to the driver's workstation than the Authority's regular place of business or the driver may need to have immediate access to the vehicle for after-hour emergencies. Circumstances must have a justified, job-related reason, and require supervisor approval.

To maintain eligibility for an assignment of a Take Home/Overnight Vehicle the following will be taken into consideration:

1. Commute distance – A driver's commute distance, as measured between the driver's residence and driver's workstation, should not be greater than 30 miles or require on average more than 45 minutes (if the distance is greater). If the vehicle is a take-home

vehicle, any changes to the driver's residence should be reported to your supervisor for reevaluation of eligibility.

2. Authority's business purpose for assignment of take-home vehicle

A driver assignment of a take-home vehicle may be revoked by the Authority at any time without notice.

### COMMUTE USE OF AN AUTHORITY OWNED VEHICLE

In the event a driver has been assigned a take-home vehicle, the driver's commute mileage will be considered taxable wages and will be added to the driver's gross pay at the end of each quarter. Taxable wages will be calculated using the commuting valuation rule (Treas. Reg. Section 1.61-21(f)). The value of commuting will be based on IRS standard Commuting Valuation Rule value and will be calculated for each day of work. Under no circumstances should a driver's commute time be considered compensable time. Compensable time begins at your arrival at your workstation and ends when you depart your workstation for the day.

## SECTION 12: Ethics, Gifts, and Other Conflicts of Interest

It is the responsibility of each employee to maintain the highest standards of integrity and personal conduct, and to prevent and report others engaging in unethical behavior. All Authority employees must follow federal, state, and local laws and regulations.

Bribes, kickbacks, and other unlawful payments are specifically prohibited. Any unlawful or unethical activities of employees, officers, vendors, contractors, suppliers, or consultants must be reported immediately. Engaging in or failing to report unlawful or unethical activities will result in disciplinary action up to and including termination.

Employees are not to solicit or accept any gift, favor, or gratuity that might reasonably tend to influence that individual in the performance of official duties or that the official or employee knows or should know has been offered with the intent to influence or reward official conduct.

Selection of outside vendors and consultants shall be based on the business or individual's merits, and there should be no actual or appearance of improper bias or profit or personal motive in selection. If any employee has a family, financial, employment, management, officer/board membership, or ownership interest in a business being considered for contract with the Authority, the employee must notify the General Manager and must remove themselves from the decision-making process.

## SECTION 13: Authority Equipment and Property

Employees will be furnished the necessary tools, equipment, facilities, and supplies to accomplish their assignments and will be expected to follow appropriate rules and guidelines for the use of such materials and facilities. Employees of the Authority are expected to exercise due care in the maintenance of all assigned items. When assigned items become unserviceable, unusable, or



unsightly, employees shall report such to their supervisor to authorize repair and/or replacement. Any employee using Authority equipment or equipment provided by clients shall be responsible for the condition of that equipment. Responsibility for properly functioning safety equipment and general inspection of equipment rests with the individual operator. All furnished tools, equipment, facilities, and supplies shall be returned by employees upon separation from employment with the Authority.

Authority employees are expected to report all accidents to their supervisor and seek first aid for all injuries, however minor, and report any unsafe work conditions, equipment or practices to their supervisor as soon as possible. Careless, abusive, negligent, or reckless handling or operation including improper use or disposal of any furnished vehicles, tools, equipment, facilities, and supplies by any employee may result in disciplinary action up to, and including, dismissal.

## SECTION 14: Outside Employment

All Authority employees are prohibited from engaging in other employment which would interfere with the performance of their Authority duties, including “on-call” duties, and are prohibited from engaging in other employment which would represent a conflict of interest under this handbook and/or federal, state, or local laws and/or regulations. An employee who intends to maintain secondary employment, including self-employment, must advise their immediate supervisor. Should outside employment create any workplace problems including but not limited to a violation of the Authority’s conflict of interest policy, the employee may be required to discontinue the outside employment and/or be subject to disciplinary action.

## SECTION 15: Political Activities

Employees are encouraged to exercise their legal right to vote and to be involved in activities in their community. However, employees shall not be required to contribute to any political fund or render any political service to any person or political party, and no employee shall be removed, reduced in job position or compensation, or otherwise prejudiced for failure to do so.

Employees will not engage in political campaigning or related activities during normal working hours, or while wearing Authority uniforms, badges, or insignia, nor while using Authority equipment. Employees are permitted to serve on boards or commissions but are prohibited from serving on the City Council of a Member City or on the Board of Directors of any entity that has a contractual relationship with the Authority. Employees who run for such political offices must resign their employment with the Authority upon the announcement of candidacy, unless otherwise approved by the General Manager and the Board of Directors.

## SECTION 16: Use of Authority Resources, Name, or Letterhead

Unauthorized use of Authority resources, name, or letterhead is strictly prohibited. Employees are prohibited from using Authority facilities, equipment, supplies, employee time, any other Authority resource for personal use. The General Manager may allow limited personal use of office



equipment like telephones for local calls, cell phones, scanning documents, or copy machines provided the use is not excessive, does not interfere with operational needs of the Authority, is not considered inappropriate use under section 8 and any costs associated with the equipment use, is reimbursed to the Authority. Employees have no legitimate expectation of privacy when using these resources.

## SECTION 17: Searches

Authority owned or leased property including but not limited to vehicles, offices, computers, lockers, desks, or cabinets is subject to search, inspection, or monitoring from time to time by the Authority. By accepting continued employment with the Authority, employees consent to any searches, inspections, or monitoring of such property. Employees have no expectation of privacy relative to any Authority owned or leased property whether or not such property has a locking device, password, or code on it. No unauthorized locks, or keys to locks, for Authority property may be utilized by an Authority employee. Any use of unauthorized locks or keys is subject to confiscation, removal, and/or destruction by the Authority.

## SECTION 18: Retaliation

Any individual or employee that has made a report or formal grievance of harassment, or violations of conduct prohibited by law, regulation, or by Authority policy, will not be retaliated against for making such a report, or complaint, nor for participating in any resulting investigation. An adverse action taken against an employee for filing a discrimination charge, testifying or participating in an investigation, proceeding, or lawsuit, or for opposing discriminatory employment practices may be deemed retaliation. The Authority also prohibits adverse personnel action against employees because they reported a violation of law to an appropriate law enforcement official in good faith. Retaliation of any kind will not be tolerated, and any employee found to have retaliated against an employee for such a report or complaint will be subject to disciplinary action.

## SECTION 19: Personnel Records

Department heads shall maintain appropriate records on all personnel in the organization. Care shall be taken to preserve the integrity of the records and the privacy of employees by preventing unauthorized access or use. Unless otherwise provided by law, personnel records shall not be used or divulged for purposes unconnected with the Authority. Nothing herein shall prevent the dissemination of impersonal statistical information.

The General Manager shall prescribe retention and uniform or minimum content requirements for individual personnel records to ensure proper administration and adherence to equal employment opportunity regulations and other general administrative purposes.

Employees shall have a right to reasonable inspection of their personnel records under procedures prescribed by the General Manager.



Personnel files, with certain exceptions, are public records. Employees who wish to maintain the privacy of personal telephone numbers, home addresses, and family information in the event of an open records request under the Public Information Act must have signed a non-disclosure form prior to the Authority's receipt of an open records request.

## **SECTION 20: Occupational Injury**

Every effort is made by the Authority to provide a safe work environment where employees perform their job duties with minimal hazards, risks, or threats to the employee's physical and psychological well-being. The Authority is committed to providing workplace safety training and maintaining Authority facilities and equipment in proper working order to minimize workplace accidents, injuries, illnesses, and other risks that would reduce employee productivity. Employees are expected to observe all established safety rules, department policies, and supervisor instructions related to completing the employee's job duties safely and efficiently. Employees who work in a careless or negligent manner, or fail to observe safety rules, may forfeit the right to receive occupational injury (workers' compensation) benefits.

### **INCIDENT REPORTING**

If an injury occurs during the scope of employment and the workplace caused or contributed to the condition or significantly aggravated a pre-existing condition, the employee will be eligible for worker's compensation benefits. To be eligible for benefits, the workplace injury must be reported to the supervisor, general manager, or other person of similar authority as soon as practicable regardless of how minor such an injury may seem to the employee. Employees who fail to report an injury will not be eligible for occupational injury (worker's compensation) benefits.

After the injury has been reported, the employee's supervisor may:

- 1) Help the employee fill out an incident report.
- 2) Recommend any follow-up care.
- 3) Require alcohol/substance screening.
- 4) Investigate the incident
- 5) Gather statements from witnesses.
- 6) Provide the employee with information on how to file a worker's compensation claim with the Authority's insurance provider.
- 7) Report the incident to OSHA if required.
- 8) Request a medical evaluation/physician's release for the employee to return to work. If the injury resulted in Occupation Injury Leave, a physician's release will be required.

### **MEDICAL SERVICES FOR TREATMENT OF OCCUPATIONAL INJURY**

State law governs an employee's coverage for Worker's compensation benefits and the Authority will follow the guidelines as set forth by our insurance provider. An employee injured within the scope of employment is entitled to medical aid, hospital services, and other treatments considered

medically necessary for the treatment of the injury and at any time, thereafter, as may be necessary to cure and relieve the effects of the injury.

Injuries that require medical treatment beyond first aid should be treated by qualified medical professionals that process workman's compensation claims. Qualified medical professionals may include hospital emergency rooms (large or stand-alone), urgent care facilities, walk-in clinics, or personal physicians. Treatment choices should be made based on the severity of the injury and urgency of treatment. It should be noted that not all facilities or doctors process compensation claims, so whenever practicable, it is important to determine applicability before you choose a provider. Generally, ER facilities, including standalone ER facilities, will treat occupational injuries, as do many Urgent Care Facilities. Employees will be provided with a list of Urgent Care and ER Facilities currently preferred by the Authority.

### OCCUPATIONAL INJURY LEAVE

Employees sustaining injuries during the course of employment shall be granted occupational injury leave subject to the following:

- 1) Injury leave may be granted to an injured employee by the General Manager. Injury leave is not counted against sick leave or vacation leave. The General Manager may grant injury leave for up to seven (7) days to allow for a workplace injury to be evaluated and treated by a qualified medical services provider.
- 2) If the employee's injuries necessitate an absence of more than seven (7) days, the employee may be granted additional injury leave at the discretion of the General Manager.
- 3) During the period of Injury leave under this policy, the Authority will continue to pay the employer portion of the health and dental insurance premiums, provided the employee continues to pay the employee portion of the insurance premiums. Any employee-paid premiums will be deducted from the employee's supplemental or sick leave payments, or the employee may pay the Authority directly.

### SUPPLEMENTAL PAY

If an injured employee is receiving lost wage benefits as a workman's compensation benefit, the injured employee may be granted supplemental pay to cover the difference between the employee's full compensation and any workmen's compensation benefits allowed by the prevailing Texas Employers Liability Law. Supplemental pay is not an earned benefit and is not required by law. Supplemental pay must be authorized by the General Manager and may be terminated or revoked at any time.





# CHAPTER 5: EMPLOYMENT CLASSIFICATIONS, COMPENSATION, AND WORK STANDARDS

## SECTION 1: Job Classifications

### REGULAR EMPLOYEE

A regular employee may be either non-exempt or exempt and be considered full-time, part-time, or temporary.

Full-time – a job position/work assignment that requires a work schedule of 40 hours/week for non-exempt employees and 80 hours/ two weeks for exempt employees. Full-time regular employees are eligible for employee benefits according to the benefits outlined in the Employee Handbook.

Part-time – a job position/work assignment that requires a work schedule of on average 25 or less hours per week for a duration of greater than 1 year. Part-time employees will only be eligible for limited employee benefits.

Temporary – a job position/work assignment that requires a work schedule that is considered short-term in duration (less than one year) and to complete a specific project or work assignment. Temporary employees will not be eligible for benefits.

### PROVISIONAL EMPLOYEE

A provisional employee is newly hired, reinstated, transferred, or promoted and may be either non-exempt or exempt.

Each exempt or non-exempt employee, whether newly hired, reinstated, or newly promoted will be considered a provisional employee for six (6) months. The provisional employee will be eligible for the same employment benefits as regular employees subject to any rules related to enrollment or other limitations or qualifications as prescribed by the benefits policies and provisions of the Authority.

During the provisional period the employee will be provided with any training or instruction needed to successfully complete the tasks of the job position/work assignment. The position's supervisor will monitor, evaluate, and assist a provisional employee in learning the requirements of the job/work assignment and employment with the Authority. The employee will be advised of satisfactory or unsatisfactory progress and will receive any necessary recommendations for improvement.

A provisional employee that is determined to be unsatisfactory in a job position may be:

1. Separated from employment.
2. Administratively transferred to a more suitable position.



3. Demoted or transferred to a former position held, if the position is vacant.

Once the provisional period has passed, employees that demonstrate the skills and meet the performance levels required of the job position will be considered regular employees.

Successful completion of a provisional period should not be construed as guaranteeing continued employment or creating a contract of employment. Completion of the provisional period does not modify the at-will status of employment.

## SECTION 2: Rates of Pay

Authority employees shall be paid salaries or wages in accordance with the compensation plan adopted by the Board of Directors. Rates of pay for Authority job positions will be established using prevailing rates of pay among public and private employers in the relevant labor markets based on the duties, responsibilities, and qualifications required of Authority employees, and other relevant factors.

All employees, whether exempt or non-exempt, must keep daily records showing all hours worked and all leave time taken. Supervisors will review and approve the time sheets. Time sheets must be signed by the employee and by the employee's supervisor.

## SECTION 3: Work Schedule

The Authority offers multiple work schedules to accommodate the needs of the employees.

### REGULAR WORK SCHEDULE

The standard work schedule for full-time Authority employees is:

- Monday through Friday
- 8:00 a.m. to 5:00 p.m. (with a one-hour unpaid lunch break)
- Totaling 40 hours per workweek

### 9/80 WORK SCHEDULE OPTION

The Authority offers eligible employees the option to participate in a 9/80 work schedule, subject to supervisory approval and operational feasibility. The 9/80 schedule allows employees to work:

- Nine (9) hours per day, Monday through Thursday
- Eight (8) hours on one Friday (Week A)
- Off the following Friday (Week B)
- Totaling 80 hours over a two-week period

To comply with Fair Labor Standards Act (FLSA) requirements, the official workweek under a 9/80 schedule begins midday Friday (after the first 4-hour work period) and ends the following midday Friday.

## ELIGIBILITY AND APPROVAL

The 9/80 schedule is not an entitlement and may not be appropriate for all positions or departments. Participation is subject to the following conditions:

- The employee's duties must support flexible scheduling without compromising performance or coverage.
- The employee must maintain satisfactory attendance and performance.
- Approval must be granted in writing by the employee's supervisor and the General Manager.
- The schedule must not result in overtime unless pre-approved by the General Manager or designee.

## MODIFICATIONS AND EXCEPTIONS

The General Manager has sole discretion to:

- Approve, modify, or rescind any individual's work schedule based on business needs.
- Approve special accommodations on a case-by-case basis, including alternate work hours or temporary schedule adjustments for personal or operational reasons.

## BREAKS AND REST PERIODS

Employees are permitted reasonable rest periods not to exceed 15 minutes during each half of the workday (morning and afternoon).

- Breaks are considered paid time and should not be used to extend lunch periods, arrive late, or leave early.
- Supervisors may adjust break times based on operational needs.
- Abuse of break periods may result in disciplinary action.

## HOLIDAY AND LEAVE CONSIDERATIONS

When a designated Authority holiday falls on a regularly scheduled workday under the 9/80 schedule, the employee will receive paid holiday time in the amount of eight (8) hours. Any deficit or excess in hours must be addressed by using accrued leave or modifying the schedule, subject to supervisor approval.

## REVOCATION OF SCHEDULE

The Authority reserves the right to discontinue the 9/80 or alternative schedule option at any time due to changes in operational demands, staffing needs, or employee performance issues.



## SECTION 4: Overtime and Compensatory Time

All regular and provisional employees shall be paid based on a 40-hour workweek. The designated start and end time of the work week will be determined by the Board of Directors and communicated in writing as needed to the employees by the General Manager. Department supervisors will determine specific schedules for each staff member necessary to complete the mission of the Authority.

Non-exempt employees are entitled to overtime pay for all hours worked in excess of forty (40) hours in a single workweek. Overtime pay is calculated at one and one half (1½) times the regular rate of pay. Non-exempt overtime must be approved in advance by the employee's supervisor or General Manager. An employee who works overtime without obtaining approval in advance would be subject to discipline.

Exempt employees are entitled to compensatory time off (Comp-Time) and is calculated at a one-to-one ratio for all hours worked in excess of forty (40) hours in a single workweek. Exempt employees will not be granted compensation for accumulated Comp-Time upon termination of their employment.

Example 1: An employee works 12 hours/day for the first 3 days and takes annual/sick leave for the 4th day. Because 36 hours have already been worked, only 4 hours of annual/sick leave will be used, and no overtime or comp time allowed.

Example 2: An employee works 14 hours/days for the first 3 days and takes annual/sick leave for the 4th day. Because 40 or more hours have already been worked that workweek, no leave can be used, and 2 hours of overtime/comp time will be allowed.

Example 3: An employee on the regular schedule works 9 hours for four days and the 5th day is an Authority holiday ( $9+9+9+9+8=44$ ), 4 hours of overtime/comp time will be earned. An employee on the 9-80 schedule that normally works 9 hours for four days with every other Friday off and the 5<sup>th</sup> day is an Authority holiday AND their scheduled Friday off; the employee must take a day off during the week to account for the holiday hours or lose the holiday. Any hours worked over 40 hours for that week will be counted as overtime/comp time. "Hours worked" for purposes of calculating overtime or comp-time do not include any time not actually worked (e.g., annual leave or sick leave, etc.). Authority holidays will be counted as "hours worked".

Example: An employee works 12 hours on Monday, calls in sick on Tuesday, works 8 hours Wednesday and Thursday and Friday is a holiday. ( $12+8s+8+8+8h=44$ ). Because 8 of the hours were sick leave hours, they do not count towards the "hours worked". The employee would take only 4 hours of sick leave and no overtime/comp time would be earned.

All employees, whether exempt or non-exempt, must keep daily records showing all hours worked and all leave time taken. Supervisors will review and approve the time sheets. Time sheets must be signed by the employee and by the employee's supervisor.



## SECTION 5: Employee Use of Authority Assets and Reimbursements

When appropriate, employees will be furnished with the necessary vehicles, tools, equipment, uniforms, facilities and supplies to accomplish their work assignments and will be expected to follow appropriate rules and guidelines for the use of such assigned vehicles, tools, equipment, facilities, and supplies. In some circumstances, the employee may be expected to personally pay for approved expenses and be reimbursed by the Authority.

### BUSINESS TRAVEL, TRAINING, AND OTHER EXPENSE REIMBURSEMENT

Employees will be reimbursed for authorized reasonable and necessary expenses incurred by the employee in the course of Authority business. Mileage for the use of personal vehicles will be reimbursed at the current IRS standard mileage rate. Such expenses should be documented on an expense report form, substantiated with receipts or travel logs, and submitted to the employee's supervisor for approval. Expense reports should be submitted with the employee's timesheets at the end of the pay period when the expense occurred.

### CELL PHONE ISSUANCE OR STIPEND

Employees performing field services and critical job duties subject to after-hours calls will be required to carry a cell phone. Such employees will either be eligible for a monthly cell phone stipend in an amount approved by the General Manager or will be issued an Authority owned cell phone. Employees receiving a stipend or an Authority issued phone are responsible for ensuring that the phone is in working order and that work-related emails and texts are retained pursuant to the Authority's records requirements under the Public Information Act.

## SECTION 6: Work from Home

### PURPOSE

The Authority recognizes that, under certain circumstances, it may be appropriate and beneficial to allow employees to work from home on a temporary and limited basis. This policy establishes guidelines for occasional remote work, subject to prior approval by the General Manager.

### POLICY STATEMENT

Employees may be permitted to work from home on a special occasion, provided that such arrangements:

- Are approved in advance by the General Manager
- Are temporary and infrequent in nature
- Do not impair productivity, quality of work, or customer service
- Do not conflict with the operational needs of the Authority



## ELIGIBILITY

All full-time employees may request to work remotely under this policy, subject to the following conditions:

- The employee's job duties are suitable for remote work (e.g., administrative or planning work that does not require in-person presence)
- The employee has demonstrated reliable work performance and the ability to work independently
- The employee has the necessary equipment and internet access to work effectively from home

## APPROVAL PROCESS

1. The employee must submit a written request (email is acceptable) to their direct supervisor, including the reason and proposed date(s) for remote work.
2. The supervisor will review the request and forward it with a recommendation to the General Manager.
3. The General Manager will determine whether to approve or deny the request in writing based on operational needs and the employee's role and performance.

## EXPECTATIONS

- Employees approved to work from home are expected to be available during regular business hours, respond promptly to emails and calls, and perform all assigned duties in a timely and professional manner.
- Employees must comply with all applicable policies, including those governing data security and confidentiality.
- No additional compensation or reimbursement will be provided for home internet use or personal devices, unless previously authorized.

## LIMITATIONS

- This policy does not establish a right or entitlement to remote work.
- It is not intended to create a regular telecommuting arrangement.
- The General Manager retains sole discretion to approve, deny, modify, or revoke remote work privileges at any time.



# CHAPTER 6: EMPLOYEE BENEFITS

## SECTION 1: Holidays and Leave

### HOLIDAYS

The following Official Holidays will be observed by the Authority:

- New Year's Day, January 1
- Good Friday (Friday before Easter)
- Memorial Day (Last Monday in May)
- Independence Day, July 4th
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Day After Thanksgiving (Friday following Thanksgiving)
- Christmas Eve, December 24th
- Christmas Day, December 25<sup>th</sup>
- General Manager Designated Holiday (determined each year)
- One Personal/Floating Holiday (determined each year by employee)

Designated holidays may be added or removed, and the schedule may be altered at the Board's discretion. An observed holiday schedule will be provided at the beginning of each calendar year.

Holiday paid leave will follow these guidelines:

1. Full-time regular employees shall be entitled to paid holidays (8 hours each)
2. Part-time regular employees who would normally have worked on a day of the week observed as a holiday shall be entitled to pay for the number of hours they would have worked on that day if the holiday had not occurred.
3. Temporary employees may be granted unpaid holidays.
4. If a holiday falls on a Saturday, the preceding Friday shall be observed, and if a holiday falls on a Sunday, the following Monday shall be observed.
5. When a paid holiday falls on an employee's regularly scheduled day off, the employee will be paid eight hours (or the prorated amount if less than full-time) holiday pay AND be given 8 hours to take off during the same workweek as the holiday.
6. When the scheduled holiday occurs during a day that an employee is scheduled to work greater than 8 hours, the employee may:
  - a. elect to use either vacation or comp-time earned to make up for the time in excess of 8 hours that the employee was originally scheduled to work; or
  - b. elect to forego compensation for the difference; or
  - c. upon supervisor's approval, an employee may work additional hours during the same designated workweek as the holiday, in lieu of using accrued leave.

7. An employee on leave of absence without pay status on the holiday or on the scheduled workday immediately preceding or following shall not receive pay for the holiday.

## VACATION LEAVE

Full-time regular employees shall accrue vacation leave at the following rates:

<b>Length of Service</b>	<b>Days</b>
<b>Less than five (5) years of service</b>	Ten (10) days of vacation per year
<b>Greater than five (5) years and less than ten (10) years of service</b>	Fifteen (15) days of vacation per year
<b>Greater than ten (10) years</b>	Fifteen (20) days of vacation per year

The following guidelines will govern the accrual and use of vacation leave:

1. Each eligible employee will be required to have served the equivalent of one (1) year of continuous service with the Authority from the date of their employment, in order to be eligible for his/her full annual vacation; however, at the discretion of the General Manager, an employee may be permitted to use his/her accumulated vacation time after six (6) months continuous service from the date of their employment with the Authority provided that the employee has been placed on regular status.
2. Vacation leave of more than ten (10) working days at any one time will require special permission from the General Manager.
3. Vacation leave shall not be earned for any accrual period during which an employee is in inactive status for more than half the standard number of paid days during a pay period.
4. Vacation leave may be taken in half-hour increments with proper supervisory approvals at any time following employment. This section does not apply to employees serving their initial provisional period.
5. No employee may carry over more than twenty (20) working days or 160 hours of vacation leave from one calendar year to another.
6. Vacation leave requires prior supervisor approval. Department supervisors shall schedule or approve vacations, giving due consideration to the needs of the Authority and the interests of the employees.
7. Employees requesting leave for longer than one working day must submit a written request to the department supervisor at least one week in advance of the requested leave.
8. Vacation leave shall be charged only for the time during which the employee would ordinarily have worked.
9. Employees being transferred, promoted, or demoted shall retain accrued vacation leave.
10. Vacation leave may be advanced to full-time regular employees upon execution of a written agreement in the form and manner prescribed by the General Manager.



11. All full-time regular employees who are separated from Authority employment shall be paid for any accrued and earned vacation leave. Vacation will be paid at the following pay period after separation and will be subject to any unpaid debts owed to the Authority.
12. Vacation leave credits shall not be transferable between employees.

## SICK LEAVE

Every regular, full-time employee of the Authority shall accrue ten (10) hours of sick leave per month.

The following guidelines will govern the accrual and use of sick leave:

1. Sick leave may be accumulated on an unlimited basis; however, no employee will be compensated for accumulated sick leave upon termination of their employment.
2. Sick leave shall not be earned for any accrual period during which an employee is in inactive status for more than half the standard number of paid days during a pay period.
3. Sick leave may be taken in increments equivalent to half-hour of work because of illness, injury, quarantine, disaster, serious injury, or serious or contagious illness or death within the employee's immediate family or household, or routine health care appointments which cannot reasonably be scheduled outside of working hours.
4. The General Manager, Department Supervisor, or HR Representative may request verification, documentation, or a written medical return to work release signed by a certified medical professional in the following circumstances:
  - a. An employee uses more than 3 consecutive days of sick leave.
  - b. An employee suffers an on-the-job-injury.
  - c. An employee is returning to work after an injury, illness, temporary disability, surgery, medical procedure, or other circumstances that has required an absence from the workplace.
5. If it is necessary for any employee to be absent due to illness, or accident, the employee must advise his immediate supervisor as soon as possible. Failure to do so within a reasonable period may be cause for the denial of sick pay for the period of absence.
6. Accrued vacation may be used to supplement sick leave. Pay shall be discontinued when authorized leave is exhausted. Sick leave may be advanced to regular full-time employees upon execution of a written agreement in the form and manner prescribed by the General Manager.
7. An employee who becomes ill or injured during a vacation may request that the vacation be terminated, and the time of the illness or injury be charged to sick leave.
8. Sick leave credits shall not be transferable between employees, except as otherwise allowed by the Sick Leave Pool

9. Employees with an illness, injury, or other long-term condition such as surgery, illness treatment plan, pregnancy, or adoption that requires an extended absence from work, may be granted an unpaid leave of absence, at the discretion of the General Manager

The Authority will comply with all applicable State and Federal leave laws regarding necessary medical leave. However, at this time, the Authority employs fewer than fifty (50) employees and is not subject to the provisions of the Family and Medical Leave Act (FMLA). All accommodation will be made to meet the needs of employees requiring extended leave while balancing the needs of the Authority.

### MILITARY LEAVE

Military leave shall be granted in accordance with applicable state and federal laws. Members of the state military forces, a reserve component of the armed forces, or a member of a state or federally authorized Urban Search and Rescue Team shall be granted up to fifteen (15) days of paid leave per fiscal year for the purpose of serving in reserve training or duty. Employees on military leave shall be compensated up to their regular rate of pay. Employees preparing to take authorized military leave shall furnish their supervisors with copies of military orders or other appropriate documentation.

### JURY DUTY

Employees who are required by the due process of law to render jury service shall receive their regular pay during such service. Employees called for such services may be required to submit proof of service to their supervisor. Employees will not be required to turn over any jury duty fees received to the Authority.

### FUNERAL/BEREAVEMENT LEAVE

Regular, full-time employees shall be granted up to three (3) days of accrued leave (sick or vacation) to attend a funeral or memorial service of a family member. Family members are defined as grandparents, parents, children, grandchildren, siblings, or the step/in-law version of similar relationships. Additional leave time may be granted by the General Manager. Employees who wish to attend funerals for other than family members as defined above must use accrued vacation or comp time.

### OCCUPATIONAL INJURY

Employees injured while performing duties related to the job shall be eligible to receive the workers' compensation benefits at no expense to the employee. Employees must report any job-related injury to his/her supervisor as soon as practicable, regardless of the severity of the injury.

### ADMINISTRATIVE ABSENCE WITH PAY

An administrative absence with pay may be granted at the discretion of the General Manager. Circumstances may include but are not limited to, inclement weather, natural disaster, attendance



at a professional conference, convention, training activity, legislative proceeding, or civic function or meeting, or for any other reason that furthers the business interests of the Authority.

### ADMINISTRATIVE ABSENCE WITHOUT PAY

An administrative absence without pay may be granted for certain circumstances at the discretion of the General Manager. Other than for military duty, no unpaid leave of absence or in combination with other periods of leave, may last longer than six months. An employee who for any reason or combination of reasons misses a total of six months of work in a twelve-month period, or a total of nine months in an eighteen-month period, may be separated from employment due to unavailability for work. If the employee is not physically fit to resume the employee's current work assignment, reasonable accommodation will be made under ADA or similar law if the employee will be able to perform the essential duties of the work assignment with the accommodation. In the event, such accommodation cannot be made, and the employee cannot perform the essential function of the employee's work assignment, the employee will be separated from employment. The separated employee may be considered for rehire and may apply for any future vacancies that may exist at any given time.

## **SECTION 2: Sick Leave Pool**

### PURPOSE

To establish guidelines for the administration of the voluntary Sick Leave Pool to benefit eligible employees who experience a catastrophic illness or injury, or who have an immediate family member who experiences a catastrophic illness or injury for whom they must provide care. This policy was established by the Greater Texoma Utility Authority pursuant to Water Code §36.068(d), and Government Code, Subchapter A, Chapter 661. The Sick Leave Pool policy allows eligible employees to donate earned sick leave hours to the sick leave pool to be used by other eligible employees. This policy was developed to create a caring environment and because employees have expressed a desire to assist their co-workers. Participation is entirely voluntary. Hours will be allocated on a first come, first serve basis. Once the pool is exhausted in any given year, the program will cease to operate for the balance of that year.

### ELIGIBILITY

Requests for hours from the Sick Leave Pool are considered on a first-come, first-serve basis. In order for a request to be considered, employees who submit a request to receive hours from the Sick Leave Pool must meet the following Basic Eligibility Requirements:

Basic Eligibility Requirements:

1. Employee must be a current, full-time employee of GTUA.
2. Employee must apply to the Pool Administrator using the designated forms.
3. Employee must exhaust all sick leave time because of catastrophic illness or injury; or a previous donation of time to the pool prior to becoming eligible to use time from the Sick Leave Pool



4. Employee must provide a Medical Certification of Illness/Injury from the healthcare practitioner who is treating the employee (or family member) for the catastrophic injury/illness.
5. Employee must not be receiving Workers Compensation benefits.
6. Employee must not be claiming a catastrophic illness or injury that occurred during employment with any other employer.

### ENROLLMENT, CONTRIBUTIONS AND PROCEDURES:

Employees who enroll in the program must be full-time employees of GTUA. Additionally, contribution to the pool must not cause an employee to drop below forty (40) hours of accumulated sick time at the time of contribution.

Any employee who has accrued the minimum required amount of Sick Leave may contribute one or more days of the employee's earned sick leave hours to the Sick Leave Pool and any contributions made are strictly voluntary. Once made, contributions may not be revoked. Contributions may only be made to the Pool in general and employees may not stipulate who their contribution will go to.

Contributions can be made by employees at any time of the year. It is the responsibility of employees to track their own leave balances and initiate enrollment when they have sufficient balance to do so as described above.

Employees may contribute up to five days or forty (40) hours of accrued sick leave to the Pool each calendar year, in increments of eight (8) hours. Upon termination of employment for any reason: employees may contribute their remaining sick leave to the pool.

### LIMITATIONS ON WITHDRAWALS:

Any employee may not withdraw from the sick leave pool in an amount that exceeds the lesser of:

- (1) one-third of the total time in the pool; or
- (2) 90 days.

The pool administrator shall determine the amount of time that an employee may withdraw from the pool.

After each event of a catastrophic illness or injury, any unused Pool leave that remains in an employee's sick leave balance after the employee returns to work will be returned to the Sick Leave Pool. In no case, will disbursed sick leave be eligible for monetary pay if the employee did not use the leave time. An employee who is absent on sick leave received from the Pool will be treated for all purposes as if he or she were on regularly earned sick leave. The estate of a deceased employee who had received Pool leave is not entitled to payment for unused sick leave acquired from the Pool.



## SECTION 3: Insurance and Retirement Benefits

The Authority offers medical, dental, vision, life, disability insurance coverage, and retirement benefits to all eligible employees and their dependents.

### HEALTH INSURANCE

Employees may choose from three health insurance plans, each with different deductible levels to best suit their needs.

The Authority pays 67% of the total insurance premiums, and the employee is responsible for the remaining 33%.

New employees are automatically enrolled in coverage effective the first day of the month following their start date, unless the employee opts out of coverage. The annual open enrollment period occurs each September, during which employees may make changes to their insurance elections.

Eligible dependents may be added during open enrollment or within 30 days of a qualifying life event (e.g., marriage, birth, or loss of other coverage).

### MEDICAL FLEXIBLE SPENDING ACCOUNT (FSA)

The Authority offers a Medical Flexible Spending Account (FSA) as a voluntary benefit to eligible employees. This account allows employees to set aside pre-tax dollars to pay for qualified medical, dental, and vision expenses not covered by insurance, such as copayments, deductibles, certain over-the-counter items, and premiums.

Employees may elect an annual contribution amount up to the IRS limit for the calendar year. Contributions are deducted evenly from each paycheck on a pre-tax basis and are available for reimbursement as expenses are incurred.

Elections must be made during the annual open enrollment period in September or within 30 days of a qualifying life event or employment. Unused funds may be subject to a carryover limit or forfeiture, as determined by IRS guidelines.

Participation in the FSA is optional, and employees are encouraged to review eligible expenses and contribution limits when considering enrollment.

### LIFE INSURANCE

Each employee is offered \$100,000 coverage in life insurance and the Authority pays 67% of premium, employee pays 33% of premium.

### LONG-TERM DISABILITY INSURANCE

Each employee is offered the opportunity to purchase long-term disability insurance through the Authority. However, the full premium is paid by the employee.

Insurance Benefits for new employees become effective on the first day of the calendar month following processing of enrollment forms and forms must be completed within sixty days of hire. Otherwise, the employee will be required to wait to enroll in the Authority's insurance plans during the prescribed open enrollment period or at any time the employee has experienced a qualifying life event as allowed by federal and state regulations.

## RETIREMENT BENEFITS

Each employee is enrolled in the Greater Texoma Utility Authority Retirement Plan at the next available quarter. An employee contribution of 6% is mandatory, the Authority contributes 12%. Below is the vesting schedule for the Authority's contribution.

- § 1 Year of Service – 0% vested
- § 2 years of Service – 20% vested
- § 3 years of Service – 40% vested
- § 4 years of Service – 60% vested
- § 5 years of Service – 80% vested
- § 6 years of Service – 100% vested

## **SECTION 4: Uniforms and Clothing Allowance**

Employees in positions designated as Operators or Technicians, whose duties involve significant field work, are expected to wear appropriate work attire and personal protective equipment (PPE) that reflect the Authority's professional standards and ensure workplace safety.

## GENERAL REQUIREMENTS

Eligible employees must wear:

- An Authority-approved shirt displaying the organization's logo
- Appropriate PPE suitable for the tasks assigned
- PPE may include, but is not limited to:
  - Gloves
  - Hats (including hard hats)
  - Work boots
  - Flame-resistant (FR) clothing
  - High-visibility vests

## EMPLOYEE-PROCURED CLOTHING

Due to differences in fit and personal preference, eligible employees may purchase and be eligible for reimbursement for their own shirts, jackets, jeans/work pants, and work boots, subject to the following criteria:

Shirts

- Must have a collar and at least half sleeves



- Must be waist-length and constructed of material with a sufficient thread count to prevent transparency
- Must be appropriate for public wear and suitable for the work environment
- Must be solid colored: black, brown, gray, navy, or blue
- Other colors or subtle patterns (e.g., small pinstripes) require approval by the General Manager
- Shirts must be embroidered with the Authority's logo to be eligible for reimbursement and have no design or pattern in the upper left quadrant.

#### Work Boots

- Must qualify as PPE, such as:
- Steel-toed
- Slip-resistant
- Electrical hazard rated
- Or otherwise compliant with OSHA/industry safety standards

#### Jeans/Work Pants

- Must be flame-resistant (FR) and specifically designed for industrial or utility work
- Standard retail brands (e.g., regular Levi's or Wranglers) do not qualify unless certified as FR and purchased through approved vendors

#### Jackets

- Must be suitable for field work and may be lightweight or heavy-duty
- Must be solid colored: black, brown, gray, navy, or blue
- Other colors require approval by the General Manager
- Jackets must be embroidered with the Authority's logo to be eligible for reimbursement

### REIMBURSEMENT GUIDELINES

- Eligible items will be reimbursed up to a total of \$300 per fiscal year per employee
- Receipts must be submitted with an expense report for reimbursement
- Shirts and jackets must be submitted for embroidery along with the reimbursement request

### EMBROIDERY SCHEDULE

To reduce costs, logo embroidery orders will be processed in March and September each year. Items will be collected and sent in bulk to the embroidery vendor, then returned to employees upon completion.

In the event of a new hire, an additional off-cycle embroidery order will be offered, allowing existing employees to submit items at that time as well

### PPE PROVIDED BY THE AUTHORITY

All other required PPE, such as gloves, hard hats, and high-visibility vests, will be purchased and provided directly by the Authority and are not subject to the annual reimbursement limit.



# CHAPTER 7: EMPLOYEE PERFORMANCE

## SECTION 1: Attendance

Employees shall be at their places of work in accordance with the policies of their departments or other organization unit. Department heads shall establish work schedules and maintain employee attendance records.

An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered absent without leave and subject to disciplinary action, up to dismissal, as deemed appropriate by the employee's supervisor.

## SECTION 2: Work Standards

All employees are integral members of the Authority team and, as such, are expected to accept certain responsibilities and adhere to acceptable business principles in matters of personal conduct including but not limited to the policies as outlined in this handbook, departmental procedures, and supervisor instruction. Employee "conduct" includes verbal communications, internet or electronic communication of any kind and physical behavior. All employees must observe the highest standards of professionalism, honesty, and ethical behavior at all times, and contribute to a favorable work environment. Employees are required to behave in an honorable, safety-conscious, and business-like manner, and to treat coworkers, supervisors and the public with respect.

## SECTION 3: Physical Fitness

It is the continuing responsibility of each employee to maintain the standards of physical and mental health and fitness required for performing the essential duties of the assigned job position. An employee who becomes aware of physical or mental impairment, which may affect his/her ability to perform the essential duties of the assigned position must inform the immediate supervisor and/or General Manager. When it is suspected that the health condition of an employee constitutes a hazard to persons or property or prevents the employee from effectively performing the essential assigned duties, the employee may be required to submit to a health examination to determine the employee's fitness for duty.

If an employee is unable to perform the essential duties of the assigned job position, reasonable accommodations will be made by the Authority to provide for the employee to perform such duties in accordance with the procedures outlined in the Americans with Disabilities Act ("ADA"). If reasonable accommodation cannot be provided and the employee is unable to perform the essential duties of his assigned position, the employee may be terminated, in accordance with the ADA.

## SECTION 4: Records Retention and Public Information

As a public agency, any information related to Authority business, including email, text messages and photographs, must be retained according to record retention laws and guidelines and may be subject to public release under public information laws, agency investigation/audits, and subpoenas, even if it is created, transmitted, downloaded, or stored using personal electronic devices such as a cell phone. If an employee does have a work-related text, photograph or other communication on a personal device it must be transferred to an Authority device as soon as possible, and according to law, no later than 10 days. If the data cannot be preserved by transfer, the employee must continue to save the data on the personal device as an Authority business record and the personal device may have to be surrendered to comply with a request made under the Public Information Act. It is a violation of the Public Information Act (the Act) to delete, destroy, or otherwise make unavailable Authority business records and such obstruction or destruction may be subject to both civil enforcement and criminal prosecution.

## SECTION 5: Performance Evaluation Report

Performance evaluations are designed to recognize good performance, identify areas needing improvement, create incentives for increased efficiency and good conduct, provide a record to support employment actions, and improve communications between supervisors and employees. Evaluations also provide a tool for management decisions regarding training, assignment, promotion, and retention of employees. Regular employees shall be evaluated annually by supervisory personnel in accordance with procedures developed by the General Manager. Intermittent evaluations may be performed if authorized by the General Manager. Employees will be provided with copies of their performance evaluations.

## SECTION 6: Disciplinary Measures

Every employee is expected to consistently maintain satisfactory performance standards. Continuing performance deficiencies will first be addressed by the mutually cooperative efforts of the supervisor and employee. Disciplinary measures are designed to improve employee performance deficiencies and may be taken, in progression or in any order, depending on the particular circumstances surrounding any deficiency. Possible disciplinary measures include, but are not limited to:

1. Informal counseling – for the first indication of substandard work performance the supervisor may advise the employee of unsatisfactory performance and recommend specific areas for improvement.
2. Documented Counseling/Oral Reprimand- An oral reprimand will normally be given identifying any violations and indicating needed improvement. A written record of the oral reprimand will be maintained with the employee's records. The written record will state the specific deficiencies observed and what further action will result if the employee fails to show satisfactory improvement.



3. Written Reprimand – a written reprimand is a formal warning of policy violation that may result in suspension, demotion, or termination of employment should the violation recur. The employee must be given a copy of the written reprimand. The written reprimand should be signed by both employee and supervisor. If an employee refuses to sign, the supervisor should have a witness sign that a copy was given to the employee. The employee's signature indicates receipt of the document only, not acceptance of its contents. This document should include identification of the violation, indication of necessary improvement, and information concerning further disciplinary action that could result from failure to show improvement within a prescribed time frame (a corrective plan of action).
4. Denial or delay of individual pay increase
5. Suspension without pay for up to thirty (30) calendar days.
6. Transfer or Demotion
7. Termination of Employment

Reasons for immediate dismissal may include but are not limited to:

1. Use or possession of prohibited substances while on duty or in the workplace
2. Severely damaging the Authority's reputation
3. Falsification of official Authority records
4. Theft, willful damage, and/or unauthorized use of Authority property
5. Willful failure to follow established safety guidelines when such failure could result in injury to the employee, co-worker, or other persons.
6. Repeated failure to follow department established standard operating procedures.
7. Violations of the weapons policy
8. Acts and/or threats of violence, stalking, threatening behavior, and/or intimidating or harassing behavior, which occur in the workplace and/or that are work-related or relevant to the employee's job.
9. Failure to maintain an active driver's license and/or other licensure or certificate required to perform the essential job duties.
10. Failure to report for duty or remain at work as scheduled without proper notification, authorization, or excuse.
11. Violation of any Board Policies.

A disciplinary measure will be related to the type and severity of the performance deficiency. Deficiencies shall include, but are not limited to, violations of policies as outlined in this Handbook or other organization or departmental rules, regulations, policies, or procedures that may exist related to a specific job, or any other circumstance that could be considered to harm the reputation of the Authority or interfere with its mission. Factors that may be considered in determining appropriate disciplinary action will include the employee's work record, and any mitigating circumstances surrounding the offense.



Any regular full-time employee who has a grievance concerning a performance evaluation or disciplinary measure may address the grievance with the General Manager and the grievance must be in writing with the evaluation or disciplinary measure being appealed, an explanation of the employee's reason to consider the evaluation or measure as unjust or in error, the remedy or alternative solution sought, and must be signed by the employee making the grievance.

In the event an employee is under investigation for a crime or official misconduct or is awaiting a hearing or trial in a criminal matter, the employee may be suspended without pay for the duration of the investigation or proceeding when such a suspension would be in the best interest of the Authority and the public. If the suspended employee is ultimately cleared to return to work, the suspension shall not be considered to have been disciplinary in nature.



# CHAPTER 8: NON-DISCIPLINARY SEPARATION

## SECTION 1: Resignation

An employee may leave the Authority in good standing by submitting a resignation according to prescribed procedures at least ten (10) working days in advance. Any portion of the notice period may be waived by the proper authority for good cause. An employee resigning without required notice shall be ineligible for reinstatement.

All records, property, equipment, or information belonging to the Authority in the possession of the separated employee shall be returned before the final paycheck is made. The value of any such records, property, equipment, or information that is not able to be returned at separation may be deducted from the employee's final paycheck.

## SECTION 2: Layoff

An employee may be laid off because of changes in duties or Authority reorganization, or for lack of work or funds. Whenever possible, an employee laid off from one organization unit shall be transferred to a suitable position elsewhere. Whenever possible, at least two weeks' notice will be given to an employee prior to layoff.

## SECTION 3: Unable to Perform Essential Job Functions

An employee may be separated for inability to perform essential job functions as determined by a qualified medical professional.

If an employee is unable to perform the essential functions of his assigned position, reasonable accommodations will be made by the Authority to provide for the employee to perform such functions in accordance with the procedures outlined in the Americans with Disabilities Act ("ADA"). If reasonable accommodation cannot be provided and the employee is unable to perform the essential functions of his assigned position, the employee may be terminated, in accordance with the ADA.

Separation for inability to perform essential job functions shall not be considered disciplinary action and shall not be used to deny an employee the use of any accrued paid leave or other benefits the employee might otherwise be eligible for.

## SECTION 4: Retirement

Eligible employees may be separated by retirement in accordance with plan documents. Any employee wishing to file for retirement benefits will give 90 days' notice of intent to retire to the employee's supervisor.

## SECTION 5: Political Office

Except as may be otherwise provided by law, the following restriction on political activity shall apply to Authority employees.

Employees shall refrain from publicly using their positions or influence for or against any candidate for public office in any jurisdiction.

No employee may seek or hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with the Authority, with or without remuneration. Upon an announcement of intention to seek or assume such an office, an employee shall resign or shall be terminated for cause upon failure to do so.

## SECTION 6: Reinstatement after Non-Disciplinary Separation

A former employee separated from employment for non-disciplinary reasons including resignation, layoff, or to enter military service shall be eligible for reinstatement if such reinstatement would be in the best interest of the Authority. If the former employee is otherwise qualified for the vacant job position, the former employee will need to complete a physical examination to confirm the former employee can perform the essential duties of the job position. Unless otherwise provided by the General Manager, persons previously earning seniority benefits, or credits for which the employee did not receive payment at the time of separation shall have their credits restored to any maximum permitted.



## CHAPTER 9: GRIEVANCES

Authority employees are expected and encouraged to promptly raise questions and concerns regarding alleged violations of Authority policy or local, state and/or federal laws and/or regulations, including, but not limited to, discrimination, harassment, sexual harassment, and or any other prohibited conduct.

Reports or complaints of discrimination, harassment, safety code, or other workplace conditions should be addressed to an employee's immediate supervisor. If after such a report, an employee remains dissatisfied with the response to the matter, the employee may submit a written grievance to the immediate supervisor within five (5) working days thereafter. It is the responsibility of the immediate supervisor to study the grievance and attempt to resolve it within five (5) working days after receipt of the written grievance. Supervisors and employees should make every effort to resolve grievances at the lowest level possible.

If the grievance cannot satisfactorily be resolved within the time limit, the immediate supervisor will refer the matter to the General Manager or the Authority's designated human resources (HR) representative. If the matter is not resolved within the prescribed time limit, the employee may present the grievance directly to the General Manager or HR representative.

If the grievance involves the employee's immediate supervisor, the employee may address the grievance with another similar level supervisor within the organization, or directly to the General Manager or the Authority's designated HR representative.

Any grievance alleging harassment received by a supervisor should be reported to the General Manager as soon as possible. The General Manager or HR Representative will be responsible for the investigation of any grievance alleging harassment. A grievance will be reviewed and investigated promptly to determine the appropriate course of action. An employee found to be in violation of the Authority policy concerning harassment will be subject to disciplinary action as outlined later in this Handbook. The General Manager or HR Representative will advise both the reporting employee and the accused employee of the results of the investigation of grievance and any disciplinary action resulting from the investigation.



## APPENDIX A: RECORDS MANAGEMENT POLICY









## APPENDIX B: FORMS







Personnel Handbook

Adopted XXX

**ADJOURN**