

# **WEST VIRGINIA RURAL WATER ASSOCIATION**

## **EMPLOYEE HANDBOOK**

**ADMINISTRATIVE AND PERSONNEL PRACTICES**

**REVISED: March 18, 2005**

Our goal is to enhance the lives of West Virginians. Our efforts to achieve this goal are focused on providing training and technical assistance to the managers and operators of systems. We work with other non-profit organizations in representing the interest of public water and wastewater systems at both the local and national levels.

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**ACKNOWLEDGMENT**

This handbook is provided to you for information and immediate reference. Read it carefully and completely.

Employment with the West Virginia Rural Water Association is at-will.

Policies included in this handbook do **not** constitute a contract of employment, and are subject to unilateral change by the West Virginia Rural Water Association at any time.

Both you and the West Virginia Rural Water Association are free to terminate the employment relationship at any time, with or without cause. Employment cannot be guaranteed for any length of time.

Please acknowledge receipt of this handbook by signing and returning this page to the Executive Director.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director

## **WELCOME TO THE WEST VIRGINIA RURAL WATER ASSOCIATION**

We have always emphasized that outstanding people are the key to our success. Through the efforts of our people, the West Virginia Rural Water Association has become a leader in the drinking water and wastewater industry.

To ensure continued success, we feel it is important that all employees understand our policies and procedures. This employee handbook will familiarize you with some of the various aspects of working for the West Virginia Rural Water Association. However, there may be questions that arise from time to time that are not covered by these policies. Furthermore, the West Virginia Rural Water Association reserves the right to handle various situations in a discretionary manner.

I encourage you to use this manual as a valuable resource for understanding the Association. We feel that it will be a useful reference document for all employees. If you have any questions, please do not hesitate to ask either your Supervisor or the Executive Director.

My best wishes to you and thank you for taking this first step in knowing the West Virginia Rural Water Association.

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WVRWA PRESIDENT

## **DEFINITIONS**

"Association" – shall mean the West Virginia Rural Water Association.

"Board Member" – shall mean a duly qualified and elected board member of the West Virginia Rural Water Association.

"Employee" – shall mean any person employed on a salaried, full-time, part-time or temporary basis and compensated therefore by the West Virginia Rural Water Association.

"Executive Director" – shall mean the person employed at the will and pleasure of the West Virginia Rural Water Association to oversee the daily affairs of the Association, supervise all employees of the Association and perform other duties as wished and directed by the Board of Directors.

## OVERVIEW

### INTRODUCTION

Our policies, practices and benefits are periodically reviewed for updating and we expect to change them from time to time. Therefore, you should always check with the Executive Director for the most current policies. Association benefit plans are defined in legal documents such as insurance contracts, official plan texts and trust agreements. This means that if a question ever arises about the nature and extent of plan benefits or if there is conflicting language, the formal language of the plan documents govern, not the informal wording of this handbook. Plan documents are available for your inspection in the Association's office.

### ETHICAL STANDARDS/CONFLICT OF INTEREST

West Virginia Rural Water Association has an excellent reputation for conducting its business activities with integrity and in accordance with the highest ethical standards. As an employee, you enjoy the benefits of that reputation and are obligated to uphold it in every business activity. If you are ever in doubt whether an activity meets our ethical standards or compromises the Association's reputation, please discuss it with the Executive Director or immediate Supervisor.

### OPEN DOOR POLICY

Employees are encouraged to share their concerns, seek information, provide input, and resolve problems/issues through their immediate management, and as appropriate, consult with any officer of the association toward those ends. The Executive Director and Supervisor will listen to employee concerns, encourage their input, and seek an appropriate resolution to their problems/issues.

### SUGGESTIONS

If you have any suggestions or ideas that you feel would benefit the Association, we encourage you to speak to your Supervisor about them. The Association is always looking for suggestions that improve our programs, methods, procedures and working conditions, reduce costs or errors, and benefit the Association and its employees.

## POLICIES

### EQUAL EMPLOYMENT OPPORTUNITY

The West Virginia Rural Water Association maintains a strong policy of equal employment opportunity for all employees and applicants for employment. We hire, train, promote, and compensate qualified employees on the basis of personal competence and potential for advancement without regard for race, color, religion, sex, national origin, age, or disability.

Our equal employment opportunity philosophy applies to all aspects of employment with the West Virginia Rural Water Association, including recruiting, hiring, training, transfer, promotion, job benefits, educational assistance, and social and recreational activities.

### WORKPLACE HARASSMENT

#### Section A. Rationale :

State and federal laws protect employees from discrimination and harassment based on certain characteristics, such as race, age, gender (sex), religion, disability and national origin. In its Guidelines on Discrimination Because of Sex, the Equal Employment Opportunity Commission states that sexual harassment is an unlawful employment practice. The purpose of this policy is to unequivocally set forth the West Virginia Rural Water Association's position regarding sexual and other forms of illegal harassment, and the procedures to be implemented in order to carry out this policy. The Association requires all employees to refrain from conduct that subjects other employees to illegal harassment, including **sexual harassment**.

#### Section B. Definitions :

Illegal harassment consists of comments or behavior that are directed at an employee's race, gender, age, disability, religion or national origin. Sexual harassment is defined as **unwelcome** sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

West Virginia Rural Water Association employees are prohibited from engaging in any of the conduct described above.

Section C. Policy :

The Association's continuing policy is to provide employees a workplace free from any form of illegal harassment. **Sexual harassment in any manner or form is expressly prohibited. Retaliation against any employee exercising a legal right, such as filing a complaint in good faith, is also expressly prohibited and will not be tolerated.**

Section D. Procedures :

Any employee who feels that he or she has been subjected to sexual or other illegal harassment by fellow employees, or clients and/or guests of the Association, should report the incident in writing to his/her immediate supervisor. If the complaint involves the supervisor, the incident should be reported directly to the Executive Director or a member of the Board.

Complaints will be promptly and thoroughly investigated by the Executive Director, the Association's attorney, or another appropriate person designated by the Executive Director. Investigations will be designed to protect the reasonable privacy interests of all parties concerned. All employees must cooperate with and provide information relative to these investigations. Disciplinary and corrective action, up to and including discharge, will be taken dependent upon the circumstances and as appropriate. Just as discrimination and harassment may result in the imposition of disciplinary penalties, so too may any attempt to retaliate against or otherwise interfere with a complainant's attempts to enforce his/her legal rights.

## CLASSIFICATIONS OF EMPLOYEES

All employees are classified in one of the following classifications:

**Exempt/Salary** - Permanent employees who hold executive, administrative, and professional positions. Exempt employees are not eligible for overtime pay.

**Full-Time Hourly** - Permanent employees paid on the basis of an hourly rate who work a regular schedule of not less than 32 hours per week and are eligible to receive all employee benefits as hereinafter described.

**Part-Time Hourly** - Permanent employees paid on the basis of an hourly rate who work a regular schedule of less than 32 hours per week but not less than 20 hours per week. Employees under this classification are not eligible for benefits.

**Temporary** - Employees hired for a limited time or to do specific tasks. Temporary employees shall not be allowed to work in excess of 1,040 hours in any given year and are not eligible for benefits.

## COMPENSATION POLICIES

### PAY PERIOD

The standard pay period for all employees is every two weeks. Pay checks are due every other Friday.

### WORK SCHEDULE

The standard work week is 40 hours. The standard work week, workday and work hours do not apply to salary/exempt employees. Salary/exempt employees may, at times, be required to work evenings, weekends and holidays.

### PAYROLL DEDUCTIONS

Your earnings and payroll deductions are shown on a voucher with your check. Deductions required or requested are as follows:

#### Required by Federal & State

Federal Income Tax  
State Income Tax  
Social Security Tax  
State Disability Insurance  
Garnishments/Wage Attachments

#### Authorized by Employee

Medical Insurance  
Dental Insurance  
Life Insurance  
Retirement Plan  
Charitable Contributions

Any questions about your paycheck should be directed to the Executive Director.

### OVERTIME

Our intent is to compensate overtime in accordance with Federal and State law. An attempt will be made to plan overtime with consideration for employees and customers.

Only full-time hourly employees are eligible for overtime work and pay. Full-time hourly employees must receive advance authorization from the Executive Director or immediate Supervisor to work beyond the standard workday. Full-time hourly employees will be compensated for all authorized work in excess of the standard workday.

The compensation for overtime is time-and-a-half. No overtime will be paid for less than 15 minutes worked in excess of 40 hours per week. If a full-time hourly employee works

more than 15 minutes in excess of the 40 hours in a given week, he/she will be paid for all overtime (including the first 15 minutes).

### PAY INCREASES

Salary increases may be based on cost of living and/or merit. Salary increases are subject to availability of funds and approval of the Board of Directors.

### WAGE GARNISHMENT

Garnishment of wages results when an unpaid creditor has taken the matter to court. A garnishment is legal permission for creditors to collect part of an employee's pay directly from the Association. Although the Association does not wish to become involved in an employee's private matters, we are compelled by law to administer the courts' orders. In doing so, the Executive Director will contact the employee to explain the details of garnishment and how it affects the employee's wages. The possibility of resolving the situation before turning it over for implementation will also be explored. Employees are encouraged to resolve these matters privately to avoid the Association's involvement in this mutually unpleasant situation.

### TRAVEL ADVANCES

Travel advances may be granted at the discretion of the President or Executive Director. These advances are considered early payments for future travel performed by an employee and are not to be considered a loan made to the employee by the Association. These advances will be payable to the association at the time of the next submission of travel expenses.

### SEVERANCE ALLOWANCE

The Association pays a severance allowance to exempt/salary employees under the following conditions:

1. The employee is terminated due to elimination of his/her job or position.

The severance allowance is paid in addition to any applicable reimbursement for unused vacation or personal time off. Permanent full-time employees are entitled to severance pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Amount of Pay</u>
Under 5 years	None
5 years to less than 10 years	4 weeks
10 years to less than 15 years	8 weeks
15 years plus	9 weeks

Severance pay will be paid in a lump sum at the time of termination.

### EMPLOYEE PERFORMANCE APPRAISALS

Newly hired employees will receive performance appraisals after 90 days, with a formal evaluation at the end of six months. Thereafter, all employees will receive a performance appraisal annually.

Performance appraisals are intended as a source of communication between you and your Supervisor. These reviews are intended to evaluate your performance, define mutually agreed upon goals, commend your strengths, and point out areas for improvement and development.

### INTRODUCTORY PERIOD/NEW EMPLOYEES

Exempt/salary and full-time hourly employees newly hired are subject to a 90-day evaluation or introductory period to verify skills, capabilities and suitability to their particular position. Likewise, this gives new employees the opportunity to evaluate West Virginia Rural Water Association as a place to work. During this period employees will be considered as probationary employees.

The designation of this time frame does not constitute an obligation on the part of the Association to retain the probationary employee until the end of the period specified, or for any period of time thereafter. At the end of the 90 days, the Association may extend the period for not more than an additional 90 days at its discretion. Successful completion of the probationary period does not alter the employee's at-will status.

Probationary employees are eligible for health insurance, life insurance, dental insurance and other defined benefits outlined in the Employee Handbook during the introductory period, but may not use accrued vacation or sick leave.

## EMPLOYMENT OF RELATIVES

The Association prohibits the hiring of immediate family members. Immediate family members include one's spouse, parents, and children (defined as biological, adopted or foster children, stepchildren, and legal wards).

## ASSOCIATION RULES

### OVERVIEW

Every organization has certain guidelines which were developed to reflect good business practices. In establishing any rules of conduct, the Association has no intention of unreasonably restricting the personal rights of any individual. Rather, we wish to establish guidelines that protect the interests of all employees and foster efficient and orderly operations. Therefore, employees are expected to be:

On-time and alert when scheduled to be at work.

Careful and conscientious in performing their duties.

Thoughtful and considerate of other people.

Neat, clean, well groomed and dressed appropriately.

Courteous and helpful, both when dealing with the public, members and other employees.

### ABSENTEEISM AND TARDINESS

The Association expects employees to be at work on time and to work a full schedule. An employee who will be absent from work for any reason must call the Association's office within 30 minutes of the start time of that day. Repeated absenteeism and/or tardiness may result in disciplinary action up to and including termination. Vehicle trouble or other difficulties related to transportation to and from work will not be considered sufficient reason for tardiness or absenteeism, as employees are responsible for insuring that they have reliable means of reporting to and remaining at work.

## SAFETY

The Association expects its employees to conduct themselves in a safe manner. Please use good judgement and common sense in matters of safety, and observe established safety rules. New employees will be issued an "Illness and Injury Prevention Program" manual and are required to attend quarterly safety meetings unless excused by the Executive Director or immediate Supervisor.

## SUBSTANCE ABUSE

The Association will not tolerate any substance abuse on the premises or that adversely affects an employee's job performance. The Association will require all applicants for employment to successfully complete post-offer drug testing before being assigned to active duty. A positive result on any such test will result in revocation of the offer.

Any employee reporting for work under the influence of alcohol or nonprescription drugs will be asked to leave immediately. Under these circumstances, assistance will be provided to ensure that the employee arrives home safely. Any employee who repeatedly reports to work under the influence of alcohol or drugs will have his/her employment terminated. All employees will be issued the Association's "Drug Free Workplace Policy" and shall be required to sign an acknowledgment form stating they have received the policy.

## CONSIDERATION FOR SMOKERS AND NONSMOKERS

Smoking is prohibited in the building at all times.

## OUTSIDE EMPLOYMENT

The Association does not limit an employee's activities during non-working hours unless those activities interfere with or are in conflict with the performance of his/her job. Prior to accepting outside employment, a letter informing the Association of the offer of employment shall be addressed to your immediate Supervisor and the Executive Director for approval.

## TERMINATIONS

It is our policy to make a reasonable effort to retain good employees. However, employment at the Association is for no specified time, regardless of length of service. Just as you are free to leave for any reason, we reserve the same right to end our relationship with any employee at any time, for any reason not prohibited by law.

When an employee wishes to resign because of illness or for personal reasons, the possibility of a leave of absence should be explored.

The employee is requested to give the courtesy of at least two weeks notice before terminating employment.

### PERSONNEL FILES

The Association maintains up-to-date personnel files on all employees. It is important to keep your records timely because this information is used for benefit administration, continued insurance notices under COBRA, notification in case of emergency, etc. We respect your right to have the information on your records treated confidentially.

Contact the Executive Director if there are any changes in your:

- Home address
- Telephone number
- Emergency contact
- Marital status
- Number of dependents
- Military status

You may review your personnel file by contacting the Executive Director and arranging a time to do so.

### TELEPHONE USE

Telephones are a vital part of our business since much of our business is handled on the phone. Personal use of the telephone should be limited. Also, personal calls should be brief. Personal long distance calls not billed to the employee may not be made without maintaining accurate records and reimbursing the Association for the cost of the call(s).

### POLITICAL CONTRIBUTIONS

The Association respects and encourages employee participation in political activities, but not on behalf of, or as a representative of, the Association or on Association time.

## SOLICITATIONS & DISTRIBUTIONS

Employees should not solicit other employees for any purpose during working time. This does not include meal times.

## PROTECTION OF ASSOCIATION & EMPLOYEE PROPERTY

Respect and protection of Association property and employee personal property is everyone's responsibility. If you find property missing or damaged, please report it to your Supervisor or Executive Director immediately.

## RELEASE OF INFORMATION

Except for records and information the Association is legally required to provide to government agencies, no information about you will be released unless there is a signed authorization form from you on file, and the request is in writing.

## WORKING FROM HOME

Employees are only permitted to work from home in the following situation:

1. Where the employee does not live in Putnam County or a county contiguous to Putnam County, unless such an arrangement is necessary in order to afford a qualified disabled employee a reasonable accommodation; and
2. Where the employee has obtained permission to work from home from the employee's immediate supervisor.

Before granting permission for short-term work at home, the supervisor should know the specific work to be performed and the projected amount of time expected to perform the work. Work must be scheduled so as not to result in a non-exempt employee's working overtime hours if overtime would not otherwise be worked.

Employees will not be permitted to work at home without permission. Any attempt to do so, with or without reporting such time, will result in disciplinary action in accordance with the Association's disciplinary policy.

## BENEFITS

### VACATIONS

All exempt/salary and full-time employees are eligible for vacation after completing the 90-day probationary period. Part-time and temporary employees are not eligible for vacation.

Vacation time for exempt/salary and full-time employees is determined by length of service and is accrued as follows:

<u>Length of Service</u>	<u>Hours of Vacation Accrued Monthly</u>
Up to 5 years	6.66 hours per month
Over 5 years	10.0 hours per month
Over 15 years	13.3 hours per month

After completing the 90-day probationary period, exempt/salary and full-time employees receive credit for 6.66 hours of vacation for each month of service retroactive to date of employment. Vacation is earned at this rate through the employee's first five years of employment. After five years employment, an employee shall receive credit for 10 hours of vacation for each month of service. 8 hours of vacation time is equivalent to one day of absence from work. The minimum time that may be taken as vacation is 1 hour.

Vacations may be taken at any time during the year, but should be scheduled with your immediate supervisor to avoid conflicts with other employees' vacations and with busy periods of the year. Specific vacation dates must be approved by the employee's supervisor prior to the anticipated vacation. Vacation should be scheduled as early in the year as possible to avoid conflict.

A maximum of five (5) vacation days may be carried over to the next year. Time accrued above this limit will be forfeited if not used. Exempt/salary and full-time employees will be compensated for a maximum of 50% of accrued vacation in excess of the five (5) vacation days carried over.

## HOLIDAYS

Exempt/salary, full-time and part-time employees *are* eligible for holiday pay. The following paid holidays will be observed:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

After completing the 90-day probationary period, exempt/salary and full-time employees are entitled to one (1) "floating" holiday. The "floating" holiday may be taken with the pre-arranged approval of the employee's supervisor.

Employees may not elect financial compensation in lieu of taking time off for a holiday. If a salary/exempt employee is required to work on a holiday, an alternate day off will be allowed in lieu of taking the holiday. If a full-time employee is requested to work on a holiday, he/she will be paid at the overtime rate.

If a holiday falls on a weekend, the holiday will be observed on the closest Friday or Monday, or on the customary day.

## SICK LEAVE

All exempt/salary and full-time employees may earn one sick day per month. Sick leave may be accumulated up to a maximum of 30 sick days. Sick leave is not a form of additional compensation, does not vest, and retains no value upon separation of employment. The minimum time that may be taken as Sick Leave is 1 hour. 8 hours of sick leave equals 1 day of sick leave. Sick leave is intended to be used for the personal illness of the employee. Probationary, part-time, and temporary employees are not eligible for sick leave.

## FAMILY SICK LEAVE

All exempt/salary and full-time employees may use up to five (5) sick days per year in order to care for an immediate family member. "Immediate family" is defined as: father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents, and grandchildren.

## LEAVES OF ABSENCE

### PERSONAL LEAVE OF ABSENCE

The Association has a policy of granting personal leaves of absence in a few well-defined cases. A personal leave of absence may be granted by the Association for up to a maximum of fifteen (15) consecutive calendar days. An extension will be considered in the event of serious or extenuating circumstances. A personal leave of absence is time off from work without pay.

### PARENTAL LEAVE OF ABSENCE

The Association will grant a leave of absence without pay to any employee for the birth or adoption of a child, or the placement of a foster child. The maximum leave allowed is 120 days, starting with the last day the employee worked prior to the delivery or placement of the child.

A written request for a leave of absence must be presented to the employee's immediate supervisor at least two weeks before the start date of the leave of absence. Failure to report to work on the first day after the expiration of the leave of absence will be considered a voluntary termination of employment.

Accrued Sick Leave and Vacation Time may be used in lieu of a Parental Leave of Absence.

### MILITARY LEAVE OF ABSENCE

An employee who is drafted for service in the armed forces is eligible for military leave of absence. If military service is longer than 30 days, employment will be terminated; however, upon return from service, the employee will be eligible for re-employment.

An employee who is a member of the Armed Forces Reserve or the National Guard and who is required to attend annual active duty for training or other short-term reserve or Guard duty (i.e. forest fire fighting, police duty for natural disaster, etc.) is eligible for a military leave of absence. Such time off will not be considered vacation time. If the employee's military pay for the training is less than his/her average Association earnings for a like period, the Association will pay the difference to the employee for a period not exceeding two (2) weeks.

## JURY DUTY LEAVE OF ABSENCE

Association policy is to encourage employees to serve on jury panels. An employee should inquire about the duration of the jury trial in advance of accepting such service. If the anticipated duration causes a serious conflict at work or at home, the employee should request to be excused from jury duty.

West Virginia Rural Water Association will pay the difference between your regular earnings and the fee you receive for jury service up to a maximum of twenty-two (22) days per calendar year. Please contact your Supervisor promptly after receiving notification to appear.

## WITNESS DUTY LEAVE OF ABSENCE

The District is aware that employees may be subpoenaed to appear as witnesses in trials before a court of law. An employee who receives a subpoena from a third party and is compelled to testify in court will be given an unpaid, excused leave for the duration of the testimony and reasonable travel time related thereto. In those cases where the Association issues the subpoena, the employee will be granted time off with pay not to exceed two (2) days.

## BEREAVEMENT LEAVE OF ABSENCE

After completing the 90-day probationary period, exempt/salary and full-time employees are entitled to three (3) "bereavement" days for a death in the immediate family. In the event of a death in your immediate family, you may use up to three paid days per year to handle family affairs and attend the funeral. "Immediate family" is defined as: father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents, and grandchildren. Employees will not receive financial compensation if bereavement leave is not used when the immediate family member dies.

## VOTING

The Association encourages its employees to participate in the election of government leaders. Therefore, adequate time off is allowed at the beginning or end of the workday to exercise this right. Please be sure to schedule this time off with your supervisor to ensure proper coverage of your work responsibilities.

## GROUP INSURANCE

### MEDICAL INSURANCE AND DENTAL INSURANCE

All exempt/salary and full-time employees covered by medical insurance are eligible for dental insurance and life insurance. Benefits begin on the first regular workday. The cost for dental insurance is paid in the same manner as Medical Insurance. The cost for medical insurance and dental insurance is paid as follows:

	<u>Employee</u>	<u>Dependents</u>
Association Pays	100%	66.66%
Employee Pays	0%	33.33%

The Dental Plan was selected to ensure that employees are not burdened with extreme dental costs. The intention of this benefit is to encourage employees to take preventative dental care.

The specific coverages of this dental plan are provided by the insurance carrier.

### WORKER'S COMPENSATION

All injuries incurred on the job **must** be reported within one working day.

An employee injured on the job will be paid through the end of the workday in which the injury took place. An injured employee who is hospitalized on the day of the injury receives no further wages, but may receive benefits through workers' compensation.

The Association and its insurance carrier shall not be responsible for the payment of Worker's Compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity which is not part of the employees work-related duties.

The Association and its insurance carrier shall be responsible for the payment of Worker's Compensation benefits when the injury is the result of any recreational, social or athletic activity which is a reasonable expectancy or is required by the Association.

There are currently no such activities requiring your participation. If and when there are, you will be so notified.

## EMPLOYMENT DEVELOPMENT

The Association encourages its employees to take efforts to improve proficiency in their present jobs and to prepare for advancement.

Therefore, West Virginia Rural Water Association will compensate its employees for 100% of the cost of books and tuition for all accredited courses and seminars attended when the following criteria are met:

That the course is relevant to our business.

That a minimum grade of "B" is maintained.

That course was approved by Association Executive Committee prior to enrollment.

The Association reserves the right to limit the amount of reimbursement based upon the cost and the availability of funds.

## PENSION

All exempt/salary and full-time employees become eligible for the defined benefit Pension Plan after completion of the 90-day probationary period. This plan is partially funded by West Virginia Rural Water Association. Employee contributions will be a minimum of 2% with a maximum of 15% of salary. Your personal benefit statement will be mailed to you annually at the close of our fiscal year.

The details for this plan are provided by the pension plan administrator.

## West Virginia Rural Water Association

### EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

In consideration of and as a condition of my employment, or continuing employment, by West Virginia Rural Water Association, and the compensation paid therefore:

1. **Conflicting Employment: Return of Confidential Material.** I agree that during my employment with the Association I will not engage in any other employment, occupation, consulting or other activity relating to the business in which the Association is now or may hereafter become engaged, or which would otherwise conflict with my obligations to the Association. In the event of my termination of employment with the Association for any reason whatsoever, I agree to promptly surrender and deliver to the Association all records, materials, equipment, drawings and data of any nature pertaining to the Association or to my employment. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit A.

2. **Overtime For Non-Exempt Employees.** No payment for overtime work will be made to non-exempt employees unless the employee has been authorized by the Executive Director or Supervisor of WVRWA to work overtime. Overtime is defined as hours worked exceeding 40 hours per week. The employee may receive overtime pay provided the employee has the expressed authorization of the Executive Director or the Supervisor of WVRWA prior to incurring the overtime.

3. **Inventory Policy.** All employees shall submit in writing an updated list, annually at the January staff meeting, of all inventory that is in their possession and submit it to the Executive Director to be kept on file in the office.

4. **Grievance Procedures.** Employees are expected to first speak directly to the individual *whom* the grievance concerns, unless the employee has a reasonable concern about his/her personal safety. Failing resolution, the employee may appeal to the supervisor or the Executive Director. In all matters regarding a directive given by the Executive Director to the employee, the employee is expected to first speak directly to the Executive Director.

If no resolution is reached with the Executive Director within 10 working days after the appeal, the Executive Director will notify the employee and set up a three member Grievance Committee, all of whom are members of the Board of Directors. One

member chosen by the President of the Board, one by the Executive Director, and one by the grievant.

The Grievance Committee shall review all evidence presented by the grievant and others involved. The Grievance Committee shall make a decision in a timely fashion. The decision by the Grievance Committee is final.

5. Maintenance of Records. I agree to keep and maintain adequate and current written records of all work activities, travel and all reimbursable expenses, which records shall be available to and remain the sole property of the Association at all times.

6. Modification. This agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by the employee and an Association officer. I agree that any subsequent change or changes in my duties, salary or compensation shall not affect the validity or scope of this Agreement.

7. Entire Agreement. I acknowledge receipt of this Agreement, and agree that with respect to the subject matter thereof, it is my entire agreement with the Association, superseding any previous oral or written communications, representations, understandings, or agreements with the Association or any officer or representative thereof.

8. Severability. In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Agreement and the entire agreement shall not fail on account thereof, but shall otherwise remain in full force and effect.

9. Successors and Assigns. This Agreement shall be binding upon my heirs, executors, administrators or other legal representatives and is for the benefit of the Association, its successors and assigns.

10. Governing Law. This Agreement shall be governed by the laws of the State of West Virginia.

11. Counterparts. This Agreement shall be signed in two counterparts, each of which shall be deemed an original and both of which shall together constitute one agreement.

Dated:

Accepted and Agreed:

West Virginia Rural Water Association

By: \_\_\_\_\_ Employee:

Title: \_\_\_\_\_ Witness:

## **West Virginia Rural Water Association**

### **TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession, nor have I failed to return, any documents, data, member lists, member records, sales records, or copies of them, or other documents or materials, equipment or other property belonging to the Association, its successors and assigns.

I further agree that in compliance with the Employee Proprietary Information Agreement, I will preserve as confidential all, confidential information, knowledge, data or other information relating to products, processes, know-how, designs, formulas, test data, or other subject matter pertaining to any business of the Association or any of its clients, members, consultants, licensees or affiliates.

Dated:

Signature:

## WEST VIRGINIA RURAL WATER ASSOCIATION

### **DRUG-FREE WORKPLACE POLICY**

#### I. PURPOSE

The purpose of this policy is to establish uniform guidelines in accordance with the required provisions of the Drug-Free Workplace Act of 1988.

#### II. POLICY STATEMENT

It is the policy of the West Virginia Rural Water Association to ensure that its workplaces are free of illegal drugs and controlled substances by prohibiting the use, possession, purchase, distribution, sale, or presence in the body system, without medical authorization, of illegal or controlled substances. This is applicable while employees are engaged in any work-related activity, which includes performance of Association business during regularly scheduled workdays, meal breaks and/or other occasions having a connection with the Association. The unlawful possession, use, manufacture, distribution, or dispensation of alcohol and/or controlled substance; the reporting to work under the influence of a controlled substance or alcohol; the presence of a non-medically prescribed controlled substance or alcohol in the body system; or possession of drug paraphernalia are all prohibited in the workplace.

Possession and/or distribution of a controlled substance will be dealt with promptly in accordance with legal and administrative disciplinary procedures. Employees who are in violation of the provisions of the Drug-Free Workplace Act shall be subject to disciplinary action up to and including termination, and may be required to participate in a drug rehabilitation or assistance program. The Association, its contractors and/or grantees having federal grants or contracts amounting to at least \$25,000 are subject to suspension of payments and termination of the grant for violations of any of the requirements of a drug-free workplace if they make a false initial certification, or if the number of drug-related convictions of employees indicates that the employer has not made a good faith effort to maintain a drug-free workplace.

The policy's primary goal is to ensure that illegal drug use is eliminated and the Association's workplace is safe, healthful, productive and secure for its employees and customers. As a condition of employment with the Association, employees shall:

1. Abide by the terms of this policy.
2. Notify, in writing, the Executive Director of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
3. Sign the "Association Drug-Free Workplace Awareness Certification Form."

### III. COVERAGE :

This policy shall cover all employees of the Association, including Board Members, exempt/salary, full-time hourly, part-time and temporary employees.

### IV. DEFINITIONS :

1. "Drug-Free Workplace" means a work site where work is performed in connection with the employee's Association employment. The "Workplace" shall include, but not limited to facilities, property, buildings, offices, structures, automobiles, trucks, other vehicles and parking areas, whether owned or leased by the Association.
2. "Association" means the West Virginia Rural Water Association.
3. "Employee" means any person who works full-time, part-time, or under contract, including board members, management or temporary staff who are directly engaged in the performance of work pursuant to the mission of the Association.
4. "Controlled Substance" means a federally regulated substance listed in Exhibit A and/or Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C.812) and WV Code 60A-2-201, et. seq., (which may be amended from time to time), that when taken into the body, may impair one's mental faculties and/or physical performance.
5. "Conviction" means a finding of guilty (including a plea of *nolo contendere*), or the imposition of a sentence, for violation of a Federal or State Criminal Drug Statutes.
6. "Criminal Drug Statute" means a criminal statute involving the manufacture, distribution, dispensation use, or possession of any controlled substance.

7. "Grantee" means any department, division, unit, or any person responsible for the performance of work under the provisions of a federal grant.
8. "Federal Agency" means an agency as that term is defined in Section 52 (f) of Title IV, United States Code.
9. "Alcohol" includes alcoholic beverages and any other intoxicating liquid that contains alcohol.
10. "Legal Drug" includes prescribed and "over-the-counter" drugs that have been legally obtained and are being used solely for the purpose for which they were prescribed by a physician or manufactured.
11. "Illegal Drug" includes any drug that is not legally obtainable, or is being used in a manner or for a purpose other than as prescribed.
12. "Contractor" means any department, division, unit or an person responsible for the performance of work under a contract.

V. RESPONSIBILITY :

It shall be the responsibility of the Association to establish a drug awareness program for the Association employees to provide training on the following:

1. The dangers of drug abuse in the workplace.
2. The establishment and maintenance of the a drug-free workplace.
3. The penalties for workplace drug abuse.
4. Make available drug-free literature.
5. Post the Drug-Free Policy in a central location.
6. Distribute a copy of the policy to every employee.
7. Include a copy of the policy in every new employee's orientation packet.

8. Maintain the signed "Association Drug-Free Workplace Awareness Certification Form" in the employee's personnel file.
9. Enforce the policy and take appropriate personnel action against employees who are convicted or violate the policy within thirty (30) days from the date of the conviction or violation.
10. Train every supervisor and manager on the Drug-Free Workplace policy.

AUTHORITY:

Federal Register, Vol.54, No.19

Title V-D Public Law 100-690

WV Code 60A-2-201 et seq., and in federal statutes.

Drug-Free Workplace Act of the Omnibus Drug Law effective March 18, 1989.

West Virginia Rural Water Association

Drug-Free Workplace Policy Acknowledgment Form

The Drug-Free Workplace Policy is provided to you for information and immediate reference. Read it carefully and completely.

Information included in the Drug-Free Workplace Policy does not constitute a contract of employment, and are subject to unilateral change by the Association from time to time.

I, \_\_\_\_\_, certify that I have received a copy of the West Virginia Rural Water Association Drug-Free Workplace Policy.

I agree to abide by the terms of the policy and I am aware that with any violation of this policy, I will be subject to the disciplinary action up to and including termination. I may also be required to participate in a drug-abuse assistance or drug-rehabilitation program.

In addition, I understand that under federal law and as a condition of employment, if I am convicted on any violation of a criminal drug offense in the workplace, I must report this conviction to my Supervisor or the Executive Director within five (5) days of the conviction.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## WEST VIRGINIA RURAL WATER ASSOCIATION

### COMPUTER/INTERNET/E-MAIL POLICY

#### Property of the Association and Permitted Uses

The Computer/Internet/E-Mail Systems (Systems) are the Association's property and may only be used for approved purposes. Employees may use the Systems to assist them in the performance of their jobs. Occasional, limited, appropriate personal use of the Systems is allowed when the use does not: (1) interfere with the employee's work performance; (2) interfere with any other employee's work performance; (3) unduly impact the operation of the Systems; (4) violate any other provision of this Policy or any other policy, guideline or Employee standard or any federal, state or local law or ordinance. Use of the Systems is a privilege that may be revoked at any time, with or without reason, with or without notice.

#### Privacy/Monitoring

Employees understand and agree that: (a) The Association maintains the right, for any reason or no reason at all, and with or without notice to the Employee, to access or monitor all documents, message or information created on, with or transmitted over the Systems, including Employee e-mail and Internet usage. All such documents, messages or information can, and likely will, be reviewed by others; (b) employees have no expectation of privacy of any kind related to their use of the Systems or any documents, messages or information created on, with or transmitted over the Systems; (c) employees expressly waive any right of privacy or similar right in the documents, messages or information created on, with or transmitted over the Systems.

#### Drafting E-Mail

Employees should endeavor to make each of their electronic communications truthful and accurate. Employees should use the same care in drafting e-mail and other electronic documents as they would for any other written communications. The quality of your writing will reflect upon you and the Association. Always strive to use good grammar and correct punctuation. Please keep in mind that anything created, received, forwarded or stored on the Systems may, and likely will, be reviewed by others, may be reproduced physically, and that even deleted files may be recovered.

### Inappropriate Content/Prohibited Activities

Material that is fraudulent, harassing, embarrassing, sexually explicit, offensive, obscene, intimidating, defamatory or otherwise unlawful or inappropriate, including any comments that would offend someone on the basis of race, age, sex, sexual orientation, religion, political beliefs, national origin, disability or other protected classification under the law, shall not be sent by e-mail or other electronic communication(e.g., bulletin board systems, newsgroups, chat groups), viewed on or downloaded from the Internet or other online service, or displayed on or stored in the Systems. Employees encountering or receiving such material should immediately report the matter to the Executive Director. Employees are reminded of the Association's Harassment Policy and advised of its applicability to the Systems and the matters described above.

### Prohibition on Use for Other Companies

Employees are prohibited from using the Systems for any other business entity or employer. "Appropriate personal use," as stated above, does not include use for the employee's own company or use for any other business entity.

### Prohibition on Solicitation

Employees are prohibited from using the Systems for soliciting including, but not limited to, the soliciting of other employees.

### No Violation of Copyright Laws

Employees are reminded that information accessed, transferred, or downloaded on the Systems may be protected under copyright laws. Employees are prohibited from using the Systems in a way that would violate any copyright laws.

West Virginia Rural Water Association

Computer/Internet/E-Mail Policy Acknowledgment Form

The Computer/Internet/E-Mail Policy is provided to you for information and immediate reference. Read it carefully and completely.

Information included in the Computer/Internet/E-Mail Policy does not constitute a contract of employment, and are subject to unilateral change by the Association from time to time.

I, \_\_\_\_\_, certify that I have received a copy of the West Virginia Rural Water Association Computer/Internet/E-Mail Policy.

I agree to abide by the terms of the policy and I am aware that with any violation of this policy, I will be subject to the disciplinary action up to and including termination.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

West Virginia Rural Water Association

**WORKPLACE SECURITY POLICY**

I. PURPOSE :

To provide guidance to Association employees.

II. DEFINITIONS :

“Association”: The West Virginia Rural Water Association.

“Firearm”: Any instrument which will expel a projectile by action of an explosion.

“Threatening/Violent Behavior”: Conduct assessed, judged, observed, or perceived by a reasonable person to cause an apprehension of, or is likely to result in, bodily harm.

“Workplace”: A work site where Association work is performed. The workplace will shall include facilities, property, buildings, offices, and parking areas, whether owned or leased by the Association.

III. POLICY :

The Association has a responsibility to protect the health, safety, and well-being of employees and the general public; therefore, firearms or dangerous weapons and/or threatening/violent behavior are prohibited while conducting Association business. The possession of a license or permit to carry a weapon, except as provided in Section IV., does not constitute an exception to this policy.

The provisions of this policy apply to all Association Employees, as well as Association members, visitors, vendors and the general public, while conducting business at the Association or a designated work site, training seminar, or annual conference.

Threatening/Violent Behavior will not be tolerated and conflicts must be resolved in a non-violent, non-threatening manner. Employees engaging in unacceptable behavior are subject to disciplinary action, which may include suspension and/or dismissal.

Individuals are prohibited from possessing a firearm or dangerous weapon in the workplace. Any employee who possesses a firearm or dangerous weapon in the workplace, is subject to disciplinary action, which may include dismissal. A non-employee who possesses a firearm or dangerous weapon in the workplace shall be advised of the policy and requested to vacate the premises.

IV. EXCEPTIONS :

Federal, State, and local government security/law enforcement personnel authorized to possess a firearm while engage in their official capacity as such.

West Virginia Rural Water Association

Workplace Security Policy Acknowledgment Form

The Workplace Security Policy is provided to you for information and immediate reference. Read it carefully and completely.

Information included in the Workplace Security Policy does not constitute a contract of employment, and are subject to unilateral change by the Association from time to time.

I, \_\_\_\_\_, certify that I have received a copy of the West Virginia Rural Water Association Workplace Security Policy.

I agree to abide by the terms of the policy and I am aware that with any violation of this policy, I will be subject to the disciplinary action up to and including termination.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date