

BIG SKY COUNTY
WATER & SEWER DISTRICT

NO. 363



POLICY MANUAL

Big Sky County Water & Sewer District No. 363
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Adopted: November 17, 1998
Amended: December 18, 1998

WELCOME
TO THE
BIG SKY COUNTY
WATER & SEWER DISTRICT

The **BIG SKY COUNTY WATER & SEWER DISTRICT**, hereafter called the "District", welcomes you and wants you to know what to expect from the District and what the District expects from you. The District is dedicated to the principle of prompt, courteous, nondiscriminatory, and quality service to our customers. We expect all of our employees to act in a professional manner in all aspects of employment.

This Policy Manual is provided for general guidance to employees of District. No contract of employment is implied or made by the adoption of these Personnel Policies. The rules and benefits described are subject to change by the District. If, after reviewing this general Statement of Policy, you have additional questions, contact the General Manager for assistance.

WENDELL INGRAHAM, PRESIDENT
BOARD OF DIRECTORS

Adopted: November 17, 1998

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HIRING AND QUALIFICATIONS FOR EMPLOYMENT

New employees are selected on the basis of their past work experience, ability, certification where required, trainability, honesty, ability to deal with people effectively, self starter, people oriented, integrity, and character without regard to race, creed, color, religion, national origin, sex, age, marital status, or disability, except as may be required by law. The District is an Equal Employment Opportunity Employer.

In no event shall the hiring of any employee be considered as creating a contractual relationship between the employee and the District.

PROBATION

As a new employee, the first six (6) months are a probationary period. During this time you will receive instruction in your work assignments and learn what is expected of you. If, during the probationary period, you do not fill the expectations of the District you may be discharged without further reason.

FULL TIME EMPLOYMENT

A regular full time employee is one who works thirty-five (35) hours a week and is eligible for all employee benefits. **See the Office for details.**

PART TIME EMPLOYMENT

A part time employee is one who works less than an average of thirty-five (35) hours per week on a recurring basis. A part time employee shall be eligible for limited benefits on a prorated basis. **See the Office for details.**

SEASONAL EMPLOYMENT

A seasonal employee is one who performs work interrupted by seasons and may be recalled without loss of rights and benefits accrued in the previous season. A seasonal employee may be eligible for limited benefits after completion of the qualifying period. **See the Office for details.**

TEMPORARY EMPLOYMENT

A Temporary employee is one who works on a regular or irregular basis, for a specified period of time, not to exceed twelve (12) months, and whose employment is terminated at the end of the work period. Temporary employees do not have priority over outside applicants to fill regular full time positions, but are invited to apply for regular full time positions as appropriate. A temporary employee may be eligible for limited benefits after completion of the qualifying period. **See the Office for**

details.

SHORT TERM EMPLOYMENT

A Short Term employee is one who works for short periods of time, not to exceed ninety (90) days in any continuous twelve (12) month period and is not eligible for benefits.

CONTRACT FOR SERVICES

Contract For Services involves those who work on a Contract basis with no regular established hours set by the District other than those spelled out under their Contract. Work assignments, responsibilities, and payment are all identified in the contract. Contract personnel are not considered employees of the District and receive no employee benefits.

EXEMPT/NON-EXEMPT EMPLOYMENT

Exempt employees are not eligible for overtime pay, unless specified by the Board of Directors. The determination of an exempt, or a non-exempt, employee is defined by the Fair Labor Standards Act and the Montana Wage and Hour Act. See the specific Act for details.

HOURS OF WORK

The District has the responsibility to provide water and sewer service to its customers twenty four hours a day, seven days a week. The work week and/or the starting times for work may vary from assignment to assignment and may be changed from time to time to meet varying conditions required by the District.

The normal work week is Sunday through Saturday, consisting of forty (40) hours. The normal office hours are Monday through Friday. The normal full time employee work day is 8 a.m. to 5 p.m. and shall consist of eight (8) hours of work with up to a one (1) hour unpaid meal period at or near the middle of the work period.

Each employee is expected to become familiar with their own work schedule and report to work as assigned. Any schedule changes will be made as far in advance as possible. If you are unable to meet your assigned and scheduled work shift, it is your responsibility to advise the General Manager as much in advance as possible that you will not be in. Excessive absences or tardiness may result in disciplinary action. Required attendance at training seminars or meetings will be treated as hours worked.

OVERTIME PAY

Overtime pay for non-exempt employees will be paid for all hours worked in excess of forty (40) hours in a work week. The overtime rate is one and one half (1 2) times the base rate of pay.

No employee shall work overtime without the prior authorization of the General Manager.

Compensatory time may be accrued in lieu of overtime pay at the discretion of the District. Generally the use of Compensatory time is an exception. In any event, compensatory time will not be allowed to accumulate beyond a maximum of eighty (80) hours with no more than one (1) week taken at one time. If compensatory time is accumulated, the General Manager and the Employee shall schedule the time off taking into consideration the work requirements. Any hours accumulated over eighty (80) shall be paid at the overtime rate.

CALL OUT

If a full time employee is called out to perform work during his or her off duty hours, not an extension of the work shift, he/she will be guaranteed a minimum of one (1) hour work or pay. Time worked for call out purposes includes time traveled to and from assignment.

PERFORMANCE REVIEWS

Performance Reviews may be conducted periodically at the discretion of Management and the Board of Directors.

TIME RECORD

All hours worked must be recorded by all non-exempt employees on the individual time record provided by the District. Your time is computed from the time you record and are scheduled to work. Compensatory, Vacation, Holiday, and Sick time hours taken must also be recorded on the time record provided with the dates involved listed clearly.

Each time record must be signed by the employee and the General Manager.

PAY PERIOD/PAY DAY

The pay period is the 1st through the 15th, and 16th through the end of the month. Pay day is the 15th and last working day of the month.

PAY

It is the Policy of District that all employees receive a rate f pay commensurate to the work

performed.

DEDUCTIONS FROM PAY

- 1. Those Required by law - All required deductions of:
 - A. Withholding taxes, Federal and State taxes
 - B. Social Security
 - C. Pension Plan (as appropriate)
- 2. Those Not Required by law -
 - A. Group Health Insurance
 - B. Those directed by a Court

INSURANCE/PENSION

A full time employee is eligible for certain group health insurance and pension benefits. The District may contribute toward the premiums for coverage of the employee. Added benefits or insurance coverage for each full time employee and/or their dependents may also be available. **See the OFFICE for more detailed information.**

Unemployment and Industrial Accident Insurance is paid fully by the District and covers all employees. If you are injured on the job, you **MUST REPORT** such injury and/or accident **immediately** to the General Manager.

VACATIONS

A full time employee earns paid vacation as follows:

Time Worked¹	Work Day Credit Per Year
1 day through 10 years	15
11 years through 15 years	18
16 years through 20 years	21
21 years and over	24

¹ Based on an eight (8) hour day.

A part time, seasonal, or temporary employee is entitled to prorated vacation benefits after working the qualifying period of one hundred eighty (180) days. A short term employee does not earn vacation leave credits

Vacation credits may not be accrued to a total exceeding two (2) times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first 90 days of the next calendar year or be forfeited.

Vacations are given for the benefit of the employee and cannot be converted to cash. Upon termination unused earned vacation will be paid after completion of the qualifying period. **See the Office for details.**

Vacations must be requested in writing and approved by the General Manager. Vacation requests should be made by March 1 of each year and entered upon the District vacation calendar. Any conflict in vacation time will be determined by seniority. Vacation requests after March 1 will be granted on the basis of first requested, first granted. Vacation requests of one week or longer must be requested a minimum of two (2) weeks in advance. The number of employees off may be limited based upon the work load and season and shall be determined at the discretion of the General Manager.

HOLIDAYS

Full time employees will receive straight time pay at their basic hourly wage, and Part Time, Temporary or Seasonal employees are entitled to pro-rata pay, for each of the following named holidays:

- New Year's Day January 1
- Martin Luther King Birthday..... Third Monday in January
- President's Day Third Monday in February
- Memorial Day..... Last Monday in May
- Independence Day July 4
- Labor Day Monday in September
- Columbus Day Second Monday in October
- Veteran's Day November 11
- Thanksgiving Day..... Fourth Thursday in November
- Christmas Day December 25
- State General Election Day (when applicable)

A Short Term employee is not entitled to Holidays off with pay.

If any Holiday falls on Sunday, the Monday following is the holiday. Employees who are regularly scheduled to work Monday through Friday shall have off the Friday preceding a legal holiday falling on Saturday.

An employee, to be eligible for holiday pay, must be scheduled to work on the holiday and/or is in a pay status either the last regularly scheduled working day before or the first regularly scheduled working day after a holiday. Work performed on the holiday will be paid at straight time pay for hours worked, in addition to holiday pay, unless an alternate day off has been arranged with the General Manager. An employee who is scheduled for a day off on a day which is observed as a legal holiday shall receive a different day off for the legal holiday. Holiday Pay is for eight (8) hours.

SICK LEAVE

Full time employees will be credited with one (1) day per month up to twelve (12) working days per year for sick leave at regular pay. Part time, Temporary, or Seasonal employees may receive pro-rated sick leave credit after working the qualifying period. Short Term employees are not eligible for sick leave credits.

There are no restrictions as to the number of hours of sick leave credits that may be accumulated after the qualifying period of 90 continuous days employment has been satisfied. Upon termination of employment, an employee will receive a lump-sum cash payment equal to one fourth (1/4) of the pay attributed to the unused sick leave accrued.

Sick leave is for the benefit of the employee who is ill and is not intended to be additional time off with pay. Sick Leave utilized due to illness in an employee's immediate family is limited to five working days per year. Additional time may be authorized by the Board of Directors. Falsification of illness, injury or other authorized claim becomes cause for termination and forfeiture of the lump sum payment. A doctor's certification may be required by the District to substantiate the use of sick leave for a family member or to provide verification that an employee has the ability to return to work at their job.

An employee may share a portion of their sick leave to assist fellow employee who has exhausted their own leave credits. **See the Office for details.**

LEAVES OF ABSENCE

Military Leave

Upon formal request, either oral or written, for military leave, a regular or temporary full time employee, who is a member of the organized state militia or the Reserve military forces of the United States and who has satisfactorily completed six months employment, is eligible to receive up to 15 working days, with pay, per calendar year of military leave. Any part time employee meeting the above requirements is eligible to receive pro-rated military leave. The employee will submit a copy of their military orders, upon receipt, to the District to substantiate such leave request.

An employee who has not completed six months employment is not eligible to receive military leave with pay, however he/she will be given leave without pay to attend cruises, encampments, or other

similar training upon a formal request, either oral or written, for such leave. **The employee will submit a copy of their military orders to the District to substantiate such leave request.**

Bereavement Leave

Upon the death of a member of the employee's immediate family, an employee may be granted up to three (3) working days off with pay. In addition up to five (5) additional days bereavement leave may be charged to vacation or sick leave at the option of the employee with approval of the General Manager. Upon request, additional leave without pay may be granted. Days are to be considered eight (8) hours. Immediate family is defined as: spouse, parents, grandparents, brothers, sisters, children, grandchildren, in-laws, step-relatives, household dependents, and all of the same relatives of the employee's spouse.

Jury Duty

Each full time employee is encouraged to fulfill his/her public responsibility to serve on Jury Duty. If an employee is called to serve on a Jury, or appear as a subpoenaed witness, the employee will not suffer a loss of pay due to such service. To be eligible for jury duty pay, the employee shall submit the jury order and jury or witness pay (less mileage) to the District. The District will then recognize such time for pay purposes, however such time will not be considered as time work for overtime purposes. The employee shall return to work as soon as possible when such jury or witness service is completed. District supplemented Jury or Witness pay is limited to a maximum of ten (10) working days in any one calendar year.

Other Leaves With or Without Pay

After satisfactory completion of the probationary period, leaves of absence, not to exceed sixty (60) days may be granted for medical, maternity, or other reasons mutually agreed upon with the District. All leaves are to be requested in writing to the General Manager and shall state the reason for the leave and the dates desired. All approved leaves shall be granted only in writing. Upon expiration of the leave, the employee will be returned to their original position. If an employee is granted an extension, a condition may state that a return from leave may be to the next available opening. If an employee does not return upon the expiration of the leave, or any authorized extension by the District, the employee shall be considered as having voluntarily given up the position with the District. All appropriate accrued leaves shall be used before a Leave of Absence without pay is granted.

DISCIPLINE

An employee may be immediately suspended or discharged for the following reasons: dishonesty; theft; drinking while on duty or coming to work intoxicated or under the influence of drugs and/or alcohol; unauthorized possession, sale or use of controlled substances; falsifying of reports, records, or sick leave; excessive absences or tardiness; willful destruction of property or equipment; conviction of a felony; gross insubordination; failure to maintain insurability to operate a District motor vehicle; assault,

intimidation of, or abusive language toward a co-worker or any other citizen; unauthorized possession of firearms upon District property; sexual harassment or unwelcome behavior toward another employee or customer; breach of confidentiality, or other violations deemed serious.

Warning slips will be written for less serious offenses of which an accumulation of one or more warnings may lead to suspension or termination.

GRIEVANCE PROCEDURE

It is the intent of the District to encourage employees to bring to the attention of Management their complaints about work related situations. You should feel free to communicate your concerns or complaints. If your complaint is unresolved, a formal grievance procedure is provided to appeal any decision by management.

A grievance is defined as an employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by management or other employees. An employee will initially attempt to resolve the grievance informally with the General Manager.

Step 1- When an employee cannot resolve the complaint informally, the employee should bring the matter formally, in writing, to the General Manager within five (5) working days of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The General Manager will give a written response within five (5) working days.

Step 2-If the employee is not satisfied with the General Manager's response, or the General Manager fails to respond, the employee may appeal in writing to the Board of Directors within five (5) working days of the General Manager's decision or failure to respond. The Board of Directors shall review the grievance and the decision of the General Manager. The Board of Directors may hold a hearing in the matter if deemed advisable. The Board of Directors will make a decision within ten (10) working days of any hearing in the matter. The Board of Directors decision will be final and binding except as provided in Step III.

Step 3-In the case of alleged discrimination, long term suspension (thirty (30) or more days), or termination, an employee may appeal the decision of the Board of Directors and demand to have the grievance arbitrated by an impartial third party upon written request within thirty (30) days of the Board of Directors' decision. Within five (5) days after submission of a written request to arbitrate, a request for a list of Arbitrators will be made to the Montana Department of Labor and Industry, Board of Appeals. Within five (5) days of the receipt of the list, each party will alternately strike names from the list and the name remaining shall be the Arbitrator.

The Arbitrator's fees and expenses shall be shared equally. Each party shall pay their own costs of arbitration. The Arbitrator shall have no authority to alter, amend, or delete any Policy of the District. The Arbitrator shall render a decision within thirty (30) days of any Hearing and such decision shall be final and binding on both the aggrieved employee and the District.

GENERAL PROVISIONS

Telephone Usage

The telephones are furnished for the operations by our employees with those with whom the District does business. Personal use of the telephone should be minimized and limited in time and use to emergencies. No personal long distance calls are to be made and charged to the District. Abuse of this provision may lead to disciplinary action.

Visitors At Work

Personal visitors at work shall be limited to situations of necessity. In no case shall a personal visitor interfere with the fulfilling of your work assignments or the work assignments of other employees. Personal visitors will not enter the work areas of the District without prior authorizations.

Sexual Harassment or Other Unwelcome Behavior

While all forms of harassment and unwelcome behavior are prohibited, it is specifically emphasized that sexual harassment **in any form** is expressly prohibited. No sexually harassing conduct by any Supervisor or employee of any kind will be tolerated. Such conduct may include but is not limited to: explicitly or implicitly insinuate or threaten that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, salary, advancement, assigned duties, shifts, or any other condition of employment; sexual flirtations, touching, advances or propositions; verbal abuse of a sexual nature; graphic or suggestive comments about an individual's dress or body; sexually degrading words to describe an individual; and/or the display in the work place of sexually suggestive objects or pictures, including nude photographs.

If you believe you have been harassed to any extent, or have been the subject of unwelcome behavior, it is your responsibility to notify the General Manager, the Board President, or any member of the Board of Directors, immediately of the offensive behavior. A thorough and discrete investigation will be conducted. There shall be no retaliation of any kind against anyone who brings to the attention of Management any Sexual or Unwelcome Behavior in the work place.

Use of Vehicles and Equipment

Any employee who operates a motor vehicle on behalf of the District is held strictly responsible for

compliance with District Policy and personally responsible to obey all traffic regulations of the City, County, or State. District owned, or leased, equipment shall be used for District business purposes only. Employees shall not permit members of family or others to travel in District owned equipment unless: 1) they are specifically authorized in advance by the General Manager and/or the Board of Directors, or 2) those who may be transported in the performance of assigned duties.

District vehicles are only to be taken home by Management or those persons on call for emergency use at District facilities. Only District employees, or Board Members, may operate District owned or leased vehicles.

Accident Prevention And Safety

Safety is every employee's business. The safety and health of each employee and customer is of primary importance. It is the responsibility of all employees to follow all safety rules and procedures, promptly report all accidents, near misses, or any safety hazard to which you become aware.

The District has appointed a Safety Committee to review all safety issues, accidents, and incidences, including any reported safety hazards or improper use of equipment.

Safety and Warning signs posted upon District property or equipment, upon private property, or upon public property must be observed at all times. Each employee is to wear and/or use safety equipment furnished, or required, including the use of seat belts, hand, eye, and body protection gear as appropriate. Failure to comply with safety signs, safety manuals, safety rules or procedures, or the use of safety equipment, may be sufficient cause for disciplinary action.

Accident And/Or Injury Reporting

All injuries on District property, or accidents involving District equipment or personnel **MUST** be reported promptly to the General Manager and to the Office in compliance with all District procedures. Failure to report such injury or accident may lead to delay or denial of any claim.

Financial Responsibility

An employee may be held financially responsible for any breakage or damage to District property or equipment if the same shall have been caused willfully by such employee through negligence or with utter disregard for the property of the District.

Conduct And Appearance

Language-All employees should refrain from using slang or profanity. It is very easy for a citizen or fellow employee to misinterpret the use of such language or possibly be offended by it.

Attire - Each employee reflects the image of the District and therefore is required to wear what the District deems to be suitable attire for the particular assignment of the employee. This may include the wearing of safety clothing or shoes. Check with the General Manager for details.

Hygiene - Each employee must maintain personal grooming habits that reflect a presentable image for yourself and the District.

Smoking - The District building, facilities, equipment, and customer's property are considered to be smoke free facilities. The use of smokeless tobacco shall not be permitted in the District Office, equipment, or upon any customer's facilities.

CUSTOMER SERVICE

Each employee shall recognize their responsibilities to treat each customer with respect and shall at all times conduct themselves in a manner that shall not bring discredit upon themselves or the District. Each employee shall recognize that our customers are the very reason we have a job. Consequently, each employee is encouraged, and expected, to give prompt, accurate, friendly, honest, and courteous service at all times. If a customer asks to speak to someone in charge, contact the General Manager immediately.

DISCUSSION OF CUSTOMER'S BUSINESS

DO NOT DISCUSS or otherwise divulge any information, that is not necessary to the conduct of your office, about District business or about any party doing business with the District. Certain records and information are public information however they may be subject to laws governing the release of public information. If you have any questions regarding whether information requested is subject to such laws, contact the General Manager who may need to contact the District's Attorney for guidance. Any violation of this Policy may lead to disciplinary action.

MAINTENANCE OF CERTIFICATIONS OR VALID OPERATOR'S LICENSES

Where applicable, any employee required to possess a valid motor vehicle operator's license as a mandatory job requirement shall continue to maintain such operator's license, and the insurability to operate such a vehicle, as a condition of their employment. Any Certification shall likewise be maintained by an Operator as a condition of their employment. The District may pay for Re-Certification, however the employee shall pay for their own motor vehicle operator's license renewal. **See the Office for details.**

If the District requires an employee to obtain a license or certification outside of the employee's immediate job duties, and for the convenience and benefit to the District, the District will pay for any such required license or certification.

FEDERAL OR STATE CONTRACT COMPLIANCE

Certain Federal and State financed construction projects may require an obligation upon the District to administer compliance requirements of their contracts. Where applicable, the General Manager shall assure that the required contractor/subcontractor record keeping provisions are monitored and documented, all in compliance with the applicable Federal and State legislation.

OUTSIDE EMPLOYMENT

It is the policy of the District that your employment with the District is your primary responsibility. It is understood that some employees may be engaged in outside employment. When you have such a need, notify the General Manager and Board of Directors to assure that such employment will not be in conflict with your assigned duties. There shall be no work performed for any outside employer during the working hours with the District. If your outside employment interferes with your work with the District, or a conflict does in fact exist, you must make a decision as to where you desire to work. If you have a question about any potential conflict, contact the General Manager.

DRUG AND ALCOHOL FREE WORK PLACE POLICY

It is the Policy of the District that all employees are prohibited from the use, consumption, distribution, or unauthorized possession of controlled substances (illegal drugs) or alcoholic beverages while on duty; to unlawfully manufacture, distribute, dispense, possess or use a controlled substance (illegal drugs) at the work site or in any Employer owned vehicle, whether on duty or off duty; or reporting to work under the influence of illegal drugs and/or alcohol.

As a condition of employment, each employee must abide the terms of this policy and notify the General Manager of any criminal drug statute conviction for a violation occurring in the work place no later than five days after such conviction. In the event the employee is operating in a position funded in whole or part by a Federal Grant, the sponsoring agency will be notified of such conviction within ten (10) calendar days after receiving notice of the conviction.

Discipline for any violation will be in accordance with the District Policies that may include suspension and/or termination. As an alternative to termination, the employee may be referred to available drug and/or alcohol abuse assistance or rehabilitation programs at the employee's expense.

DISTRICT PURCHASES

The District has many charge accounts for the use of purchasing materials, gasoline, and miscellaneous items for the maintenance and repair of the system, everyday operations, as well as for new materials.

The District may have use of charge cards approved by the Board of Directors. Charge cards are for District business only. Items charged to District accounts may only be done after approval of the General Manager or Board of Directors through established procedures. **See the Office for details.**

No employee will charge any materials, goods, or gasoline to the District for personal use. Any violation of this policy will result in employee discipline.

REQUESTS FOR PERSONNEL INFORMATION

Information about our current and former employees or consultants is proprietary. All requests from sources outside the District for personnel information concerning applicants for employment, current employees, former employees, or consultants will be directed to the General Manager. Violation of this policy may lead to disciplinary action.

ACCESS TO PUBLIC INFORMATION

All requests for information, or copies of District records and documents, must be presented to the District's office in writing to the President of the Board of Directors. Such requests will be specific as to documents or information requested. Original files are to be handled by District personnel only. Persons requesting information shall reimburse the cost of reproduction to the District prior to copies being turned over.

STATEMENT OF POLICY

It is expressly understood that this Statement of Policy for the BIG SKY COUNTY WATER & SEWER DISTRICT does not constitute a contract of any kind. The District expressly retains all rights and responsibilities afforded them by law and including, but not limited to: the right to direct, hire, promote, transfer, assign and retain employees; to supervise, discipline, and relieve employees from their duties; to determine and change hours of work, shifts, and methods of operation; to establish, change or abolish its policies, practices, rules, and regulations.

The Policies, until changed by the District, with a copy to the employee, are binding upon the District and the employee.

Further, it is understood that this Statement of Policy is issued to better inform employees regarding the Operating Policies of the District. The District may establish a Procedures Manual defining the processes to implement the Policy Manual. The Procedures Manual may be changed from time to time and is issued as a general guide to employees in the performance of their duties.

My signature below confirms that I have received a copy of this Policy.

Name of Employee: [Please Print]		
Address:		
Telephone No.: <small>(Or a number where you can be reached)</small>	Home)	Other)
Emergency Telephone Nos.: <small>(A number of an individual to be contacted in case of an emergency)</small>	1)	2)
Signed:		Date:
Witness:		Date: